

**DEPARTMENT OF PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**  
**FY 2019 Request for Applications (RFA)**  
**ADDENDUM #3**

DATE: November 5, 2018

TO: All Prospective Applicants

FROM: Michael Liu, Director   
Public Housing and Community Development

SUBJECT: FY 2019 Request for Applications – CDBG, HOME, and ESG

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Public Housing and Community Development (PHCD) is providing the following addendum to the FY 2019 Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) Request for Application (RFA) process. It addresses questions quoted directly from the RFA Workshops and/or sent to PHCD via the communitydevelopmentservices@miamidade.gov email address.

Any updates to the RFA, including responses to questions, will be posted online at the PHCD website. Prospective applicants should check the PHCD website regularly for updates at <http://www.miamidade.gov/Housing/>.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

- 1) **Question: For a municipal government must the entire 100 plus financial statement be provided to prove organizational capacity 6 times? Do we need to provide all 100 pages and provide 6 copies?**

**Answer:** Large items such as Audited Financial Statements, Environmental Phase I and II, architectural renderings, etc. should be placed on a CD or USB drive in the appropriate tab. A CD or USB must be secured in the original and 6 copies of the RFA.

- 2) **Question: Our project is a street project that includes storm water drainage assistance. How do we provide a utility bill for this to meet the pre-development section?**

**Answer:** There is no need to provide a utility bill.

- 3) **Question: How do we show shovel ready if we have not gone through the procurement for the selected firm?**

**Answer:** Shovel ready as defined in the RFA entails: Phase I and/or Phase II reports completed and no significant findings are found; financing is in place except the gap financing applicant is seeking and construction is ready to start pending the selection and award of the general contractor within 60 days from the contract execution date with the County. If the above conditions are not satisfied, the project would not be considered shovel ready.

- 4) **Question: For the question that asks how many clients have we served, our project is in an area that serves 3 Districts. Do we estimate the target population to be all 3 Districts?**

**Answer:** No. Your records should indicate the accurate number of people that you have actually served. The number served should indicate the district where the client lives. This information is required by HUD regulations and PHCD's required progress reports.

- 5) **Question: Our project was funded through the last 2018 CDBG funding round. We are applying for additional funding for the same project. Are we required to do a MUST presentation?**

**Answer:** No, MUST presentations are ONLY for NEW projects.

- 6) **Question: For the purpose of not going over the 20% max request per applicant by category, should we be using the amount for Public Service – Technical Assistance on page 10 or page 20 (pg. 10 = \$450,000, pg. 20 = \$400,000)?**

**Answer:** The numbers on Page 10 are the numbers that applicants should use.

- 7) **Question: For the purpose of not going over the 20% max request per applicant by category, should we be using the amount for Economic Development on page 10 or page 25?**

**Answer:** Use the numbers on Page 10.

- 8) **Question: For Economic Development, a commercial waterfront proposal must impact low-income neighborhoods within what distance? Neighboring and adjacent areas within what distance or boundary?**

**Answer:** The Economic Development category does not include any policies that address commercial waterfront proposals.

- 9) **Question: Why are programs already designed and presented to the public without community participation comments provided to design the programs?**

**Answer:** A draft of the RFA was made available to the public to review and comment on prior to the release of the final RFA.

- 10) **Question: Who sits on the Selection Committee for Economic Development and Housing Proposals?**

**Answer:** The members who will sit on the Economic Development and Housing Committees has not been finalized. Once the members are approved by the Mayor, the information concerning the members of the committee will be available to the public.

- 11) **Question: How can we now add home retention – foreclosure mitigation category/program?**

**Answer:** The current CDBG/HOME/ESG RFAs do not include home retention or foreclosure mitigation. However, PHCD does fund entities that provide foreclosure prevention services through the State Housing Initiative Partnership (SHIP) program.

**12) Question: Do owner-builder require a D & B number?**

**Answer:** A Dun and Bradstreet number is required for all applicants.

**13) Question: Do micro-loans qualify for start-ups?**

**Answer:** If you are asking, can start-up entities apply for micro-loans the answer is yes. Start-ups can apply for a loan through one of the organizations PHCD funds to provide micro-loans. PHCD does not provide funds directly to start-ups.

**14) Question: Do Section 8 tenants qualify for low/mod projects?**

**Answer:** Yes.

**15) Question: Is a consulting firm, for-profit, will it be funded for Economic Development?**

**Answer:** PHCD does not directly fund consultants. CDBG funds can only be utilized for activities. However, a non-profit can engage a consultant to assist in the implementation and/or completion of an activity. For-profits can be funded for Special Economic Development activities; however, this category is not included in this RFA.

**16) Question: What is the yearly income to be considered LMI?**

**Answer:** The HUD yearly income guidelines are part of the RFA as Attachment 12. As an example: a family of four that makes \$39,500 or less is consider very low income and a family of four making \$62,950 is considered low-income.

**17) Question: Do applicants get feedback on the outcome of their project?**

**Answer:** If an applicant's project is approved for funding by the Board of County Commissioners then PHCD staff will monitor all projects until completed. PHCD is in ongoing communication with the awardees.

**18) Question: Can applicants partner with other entities that have received grant funds for a related Public Service project (in this case the Miami Foundation)?**

**Answer:** Yes. Applicants can partner with other entities for similar activities. However, your project description/scope of work must indicate that the activity is a partnership; also, appropriate documentation should be provided such as a Memorandum of Understanding or some other documentation which shows proof of a partnership.

**19) Question: Tab 6-PS in the Public Service Checklist requires site control documentation, such as a deed or lease agreement. Does that mean that the applicant must own the land where the Public Service will take place?**

**Answer:** No. Public Service applicants do not need to own the land where the Public Service activity takes place. The applicant must have a lease or other legal instrument that gives the applicant site control until the U.S. HUD national objective is achieved.

**20) Question: How does the MUST presentation inform the selection process?**

**Answer:** Those applicants that are presenting a new activity and give a MUST presentation, as required, will receive five points. The applicants that do not give a MUST presentation, as required, will have five points deducted from their final score.

- 21) **Question: On the MUST presentation: 1) new applicants/activities that are present earn +5 points; 2) existing providers/activities do not need to present – but that means losing 5 points. Do we earn +5 points by presenting-even if not required?**

**Answer:** No. Only those projects/activities that are required to do a MUST presentation and meet the requirement will be awarded the 5 points.

- 22) **Question: How are Public Service projects counted if they are not scored?**

**Answer:** Each of the 13 Commissioners are given a CDBG allocation for Public Service and/or other activities. The Commissioners are given a list of those applications that applied through the RFA process and passed the Due Diligence process. They can fund those applicants on the list or others; the selection is at the Commissioners' discretion.

- 23) **Question: Do you provide a Project Manager in addition to our Project Manager?**

**Answer:** Each awardee is assigned a PHCD Project Manager.

- 24) **Question: Is an environmental assessment need at application or can this be done ongoing?**

**Answer:** Yes, an environmental assessment is needed for all construction projects.

- 25) **Question: We are allowed to use HOME funds in projects that have market rate units. Is the same applicable to CDBG?**

**Answer:** Yes. A project may have HOME set aside units in a market rate project. A project may also use CDBG funds. However, refer to 24 CFR 570.201(a), 24 CFR 570.202, 204 and 207(b)(3) for details of eligible CDBG housing activities.

- 26) **Question: What are the timelines (i.e., scoring, award, BCC)?**

**Answer:** The timeline is tentative, but the applications are scheduled to be scored by December 20, 2018 and by March 2019 the recommendations in the form of the Fiscal Year 2019 Action Plan should go to the Board of County Commissioners.

- 27) **Question: What is each grant funds, for example: Housing, Public Service?**

**Answer:** Please refer to the book for explanations of each funding category, but housing funds housing related activities such as housing rehabilitation, public services are usually social service activities and public facility/capital improvement is usually for infrastructure or improvements to public buildings.

- 28) **Question: Can we apply separate and in partnership?**

**Answer:** You may apply for CDBG funds as a sole entity or as a partnership, but the application must be in the legal name of only one entity, have an active SunBiz registration and apply for an eligible activity which meets a National Objective.

**29) Question: So do you apply for ALL service at the same time?**

**Answer:** You may apply for multiple services at the same time but they must be separate applications.

**30) Question: What is a CLT? Can we buy a home or apartment?**

**Answer:** A Community Land Trusts (CLT) as defined in Section 212 of the Housing and Community Development Act of 1992 (H11966, 10/5/1992), means a community housing organization (except that the requirements under subparagraph (C) and (D) of section 104(6) shall not apply for purposes of this subsection) –

(1) that is not sponsored by a for-profit organization

(2) that it is established to carry out the activities under paragraph (3);

(3) that (a) acquires parcels of land, held in perpetuity, primarily for conveyance under long-term ground leases; (b) transfers ownership of any structural improvements located on such leased parcels to the lessees; and (c) retains a preemptive option to purchase any such structural improvement at a price determined by formula that is designed to ensure that the improvement remains affordable to low and moderate-income families in perpetuity.

(4) whose corporate membership that is open to any adult resident of a particular geographic area specified in the bylaws of the organization; and

(5) whose Board of Directors – (a) includes a majority of members who are elected by the corporate membership; and (b) is composed of equal numbers of (i) lessees pursuant to paragraph (3)(b), (ii) corporate members who are not lessees, and (iii) any other category of persons described in the bylaws of the organization.

**31) Question: Where can I obtain a list of past companies?**

**Answer:** If you are referring to entities that received awards in 2018, you may refer to Resolution# 814-18.

**32) Question: If you are developing a 100% LMH project in a non-LMI area, can you use Public Facilities/Capital Improvement funds to cover infrastructure costs (i.e., water/sewer hook-up, sidewalk improvements)?**

**Answer:** No. Public Facilities/Capital Improvement funds cannot be used to fund this project. However, water/sewer hook-ups and sidewalk improvements are eligible housing expenses within the Housing category.

**33) Question: If using a bridge loan to acquire a property or site while awaiting issuance of the HOME or CDBG contract and disbursement of County funds, can the HOME/CDBG funds, once available, be used to re-pay the short-term acquisition bridge loan?**

**Answer:** Yes. PHCD will allow the reimbursement of bridge loans for eligible costs. However, approval is on a case by case basis.

- 34) **Question: Must the HOME/CDBG award first be approved by the BCC before closing and drawing down on the bridge loan?**

**Answer:** All awards must first be approved by the BCC before closing or drawing down on any loans. Projects awarded housing funds must also go through the loan closing process.

- 35) **Question: Please confirm if CLT “Land Acquisition” category is for land only, or can include land and improvements (i.e., purchase of small apartment building)?**

**Answer:** Community Land Trust (CLT) “land acquisition” can be used for acquisition of an apartment building as long as the CLT funds are utilized as “gap financing” and all other funds are firmly committed. An applicant may also utilize the rehabilitation funds to rehabilitate the property.

- 36) **Question: It is suggested that an organization does not exceed 20% of available funds. If funds are not final, what do you suggest?**

**Answer:** You are to use the numbers as presented on Page 10 of the CDBG RFA.

- 37) **Question: CDs is this a requirement or only if you wish to add lengthy documents?**

**Answer:** You may submit the application on a CD, but not in lieu of the required binders. Lengthy documents such as market studies and Phase I environmental assessments should be submitted via USBs or CDs and secured to the binders.

- 38) **Question: Pages need to be numbered, can this be done manually?**

**Answer:** Yes, pages may be numbered manually.

- 39) **Question: What are the match requirements for a Public Service project that may not be in a NRSA or provides county-wide services?**

**Answer:** There is no match requirement for Public Service projects. However, the sources and uses budget should reflect any additional funds that are committed besides the amount awarded by PHCD.

- 40) **Question: What is the contract period for Public Facilities?**

**Answer:** PHCD contract period for Public Facilities is usually 18 to 24 months to complete project.

- 41) **Question: For municipalities, do we need to provide the home address of each Commissioner?**

**Answer:** No, it is not necessary to provide the home addresses of the Commissioners.

- 42) **Question: For municipalities, will the Charter suffice for #15 and #16 (corporate docs)?**

**Answer:** Yes, a copy of the Charter is sufficient to show corporate documents.

**43) Question: Do you require a Board Resolution to submit the application?**

**Answer:** No. A municipality or an agency governed by a Board of Directors must provide a Board Resolution after they are awarded funds.

**44) Question: For a residential facility that provides services to developmentally disabled adults, which type of facility is this considered?**

**Answer:** It would depend on the scope of the project/activity. If it is for housing activity such as rehabilitation then it is a housing activity. Depending on the activity, it could also be considered a Public Facility/Handicapped services.

**45) Question: Can hardening of buildings qualify?**

**Answer:** Generally yes, but more information would be needed about the activity to ensure it meets the threshold criteria, such as meeting a National Objective.

**46) Question: If a Public Service activity proposal will address after school programming and job training for adults, do we submit two applications?**

**Answer:** Yes, they should be separate applications.

**47) Question: What are the match requirement for CDBG?**

**Answer:** There are no match requirements for CDBG. However, Public Facilities/Capital Improvement funds should be in place at the time of application to ensure that the project will be completed by the time all County CDBG funds are expended.

**48) Question: Quick question, are there paid grant writers that can help consumers with the process? Also, I'm a consultant that facilitate community organization and employment training, what aspect of this Grant would I apply for?**

**Answer:** PHCD does not provide recommendations for grant writers. However, the Public Service category provides funds to entities that provide employment training.

**49) Question: Tab 5 - Is there a maximum word count or page limit for the "Abbreviated Activity Description" and "Detailed Activity Description"?**

**Answer:** No. There is not a maximum word count or page limit. However, the activity description should be expanded upon in the "Detailed Activity Description" and it is not necessary to give a detailed description in the "Abbreviated Activity Description."

**50) Question: Tab 5 - What information is required for "Proposed Accomplishments"?**

**Answer:** The applicant is required to provide information that includes: number of people that are being proposed to be served; number of units to be built or rehabilitated or; number of public facilities to be rehabilitated, etc. The information provided will depend on the type of project/activity being proposed.

**51) Question: Tab 5 - What information is required for the “Priority Needs Statement”?**

**Answer:** Attachment #5 is a list of the priority needs of the NRSAs. Applicant should provide a statement that indicates how the proposed project/activity meets the priority needs of the community.

**52) Question: Tab 6 - I see some requirements for the “Scope of Services” section that are also required in the tab 5 “Sub Section” portion of the check list (Proposed Accomplishments, Action Steps, Activity Description...). Do these need to be in both tabs? –Please confirm that See Part II – Attachment 16 should be Attachment 15.**

**Answer:** You should provide a scope of services in Tab 6 as required and provide the documentation in Tab 5 as required.

It should be Attachment 15 (Sample Scope of Services) not Attachment 16.

**53) Question: Tab 7 - Please confirm Sources and Uses Statement samples should be referred to in Attachment 14. Will a Summary Budget and Detailed budget suffice for the Sources & Uses Statement of Proposed Activity?**

**Answer:** Yes. Attachment 14 is sample budgets and forms/sources & uses statement. If a summary budget and detailed budget provides the same information requested in the Attachment 14 samples, it will meet the requirement.

**54) Question: Tab 13 - As a government entity is this applicable?**

**Answer:** No. The 990 is an IRS form required for not-for-profits, tax exempt organizations and educational institutions.

**55) Question: Tab 16 – Can the County regulations substitute “By-Laws”?**

**Answer:** As a Miami-Dade County Department, by-laws are not required.

**56) Question: Tab 19 – Is this applicable to PROS? If yes, whose resumes should we provide?**

**Answer:** Yes. Miami-Dade Parks, Recreation and Open Spaces should provide resumes of staff that will be directly involved in the project/activity.

**57) Question: Tab 21 – With whom will we schedule the site visit? For application submittal do we just put “pending”?**

**Answer:** PHCD will contact the applicant and schedule the site visit. You should indicate that the site visit has not been scheduled.

**58) Question: Tab 22 – We did not attend a “Must Presentation” what should we provide for this section.**

**Answer:** If you were required to attend a “MUST” presentation and did not, please indicate that you did not attend. If you were not required, you can indicate that it was not required. PHCD has a list of MUST attendees to provide to the scoring committee members.



- 59) **Question: What is required for the “Site Control Documentation”? Would a site plan fulfill this requirement?**

**Answer:** See page 8 of the RFA for a complete definition of site control. No, a site plan only would not fulfill the site control requirement.

- 60) **Question: Is the Feasibility/Market Analysis applicable for park improvement?**

**Answer:** No. A feasibility/market analysis is not applicable for park improvements.

- 61) **Question: For the Public Approval Documentation would a property appraiser listing suffice?**

**Answer:** No. As stated in the RFA, public approval includes documentation indicating that the project/activity has land use, zoning, permitting and other public approval. See pages 60-69 in the RFA for the certifications needed.

- 62) **Question: What Verification forms are required for our project? We intend to submit for sports lighting for an athletic field at a county park. Who would be required to certify these forms?**

**Answer:** Based on the information provided in the question, your project will definitely need verification of electricity. However, the necessity for the other verifications is dependent upon the extent of the proposed work. The architecture/engineer employed by your department would be the best person to make this assessment. The person to certify the forms would be the person authorized by your department to sign such documents.

- 63) **The Goulds CAC has their scheduled monthly meeting on November 14<sup>th</sup> (two days before our submission deadline). The CAC organizer is aware of 2 organizations (with 1 more interested) that missed the opportunity to do a MUST presentation at the October 10<sup>th</sup> meeting and are requesting to present at the November 14<sup>th</sup> meeting. Can they present at their regularly scheduled meeting on November 14, 2018.**

**Answer:** Yes. They may do their MUST presentations at the November 14, 2018 regularly scheduled CAC meeting.

- 64) **Question: When completing the CDBG application, if proposing a public service that is not construction related, do we complete the Phase I Environmental Site Assessment (Pages 66 and 67 of the RFA)? Are we also required to submit Phase II of this form (Page 68 of the RFA)?**

**Answer:** No. The Phase I Environmental Site Assessment is not required.

- 65) **Question: There is a request to note the total clients served by the CDBG funds. We believe that the appropriate response would be the targeted population since our request for funding is for a park, to preserve the historical building of the project and for funding for parts of the work for Zone 6 improvements between NW 131<sup>st</sup> and NW 31<sup>st</sup> and NW 32<sup>nd</sup> avenue, please let us know if the city population size noted in the last census a sufficient response.**

**Answer:** Yes. Park activities must benefit Low-Moderate Areas (LMA), which use census data to determine the number of people to be served. PHCD uses the census data for the targeted area the park will serve unless the park will be serving the entire city.

- 66) **Question:** On page 49 of TAB 5, the 3<sup>rd</sup> question under Pre-development ask the question if there is an executed agreement with a qualified construction project manager for the project. In our case, we have a project manager on staff as an employee, can we indicate yes to this question and add support for our employee since we do not have an agreement for a contractor?

**Answer:** Yes.

- 67) **Question:** On page 49 of TAB 5, the 2<sup>nd</sup> question ask does the project site have access to infrastructure and utility services? In our situation there is utility access at the park in the city and also utility services at the historical building that we are requesting assistance for, in this situation, what exactly are we submitting for support?

**Answer:** Infrastructure verification is requested for public facility/capital improvement or housing development projects. In the case of an existing public facility/park with existing utility services, provide a copy of the utility bills or letters from appropriate agencies as supporting documentation.

- 68) **Question:** I would like to clarify one of the Threshold Items: Audited/Certified Financial Statements. On the definition section there is a definition for Audited Financial Statement only but the Threshold item says "Audited/Certified". Can you please clarify what is acceptable to the Department to comply with this threshold item.

**Answer:** PHCD defines Audited/Certified Financials Statements as follows for CDBG, HOME, and ESG RFA applications.

- Audited Financial Statements – Financial Statements that have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) and that have been audited by an independent third party Certified Public Accountant in accordance with generally accepted auditing standards.
- Certified Financial Statements – Financial statements to include, but not limited to, balance sheet, income statement, and statement of cash flow that have been prepared and certified by an independent third party Certified Public Accountant in accordance with GAAP.

**HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)/  
EMERGENCY SOLUTIONS GRANT (ESG)**

- 1) **Question: Where a project is allocated HOME funds from two different program years, but the funds are all invested into the project in the same year, what year's per unit subsidy limit is used to calculate HOME-assisted units?**

**Answer:** HOME subsidy limits will be based upon the executed agreement contract year.

- 2) **Question: Is there a restriction on the maximum number of units at the property you are applying for?**

**Answer:** No, there is no restriction on the maximum number of units per application contingent upon adherence to local zoning requirements. PHCD will conduct a credit underwriting analysis to ensure that all projects are financially feasible.

- 3) **Question: When is Davis-Bacon triggered?**

**Answer:** The Davis-Bacon Act is triggered with the allocation of HOME funds for 12 or more HOME-assisted units. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area. Davis-Bacon wage rates can fluctuate based on economic conditions, and the applicable rate may not be known until time of bidding. Proposers are encouraged to build in contingencies and general market conditions to their contracts to account for this possibility.

- 4) **Question: Please expand on the 25% requirement for local government to participate in a project?**

**Answer:** Participating Jurisdictions (PJs) and Entitlement Areas are required to match 25% of their HOME allocations with non-federal sources. The County's local funds and the developer's leveraged funds shall be used as Miami-Dade County's matching source. The funds are required to be used in the same manner as HOME funds and are subject to all of the HOME program restrictions.

- 5) **Question: On page 74, what is mixed income integration?**

**Answer:** U.S. Department of Housing and Urban Development best defines mixed-income integration as a development comprised of housing units with differing levels of affordability, typically with some market-rate housing and some housing that is available to low-income occupants below market-rate.

- 6) **Question: Would an applicant be able to apply for 2019 Surtax if the applicant has applied for HOME?**

**Answer:** If a HOME proposal is awarded full gap funding then the entity cannot apply for 2019 Surtax funds. However, if a HOME funded project was awarded partial project funding or did not receive a funding recommendation and a project gap remains then the entity can apply for 2019 Surtax funds.

- 7) **Question: HOME limits activities that can be performed prior to commitment of HOME funds. Would an applicant be able to close on land prior to commitment of HOME funds?**

**Answer:** Yes, applicants can proceed to close on land prior to commitment of HOME funds with alternative development funds. However, the project must not commence construction until HOME funds are formerly committed.

- 8) **Question: Page 4 refers to a high priority need of NRSA's, yet there is no scoring connected to this priority. How does this tie in?**

**Answer:** The FY 2019 Housing RFA is seeking applications that focus on addressing the high priority needs in the County's Neighborhood Revitalization Strategy Areas (NRSAs) and Eligible Block Groups. It is supported by the FY 2013-2017 Extended Consolidated Plan approved by the Board of County Commissioners (BCC) on September 6, 2012.

- 9) **Question: Page 73, Question 7: Scoring Criteria 1b, what is being asked here?**

**Answer:** PHCD is seeking shovel-ready projects that have completed the Miami-Dade County approval process for land use, zoning, permitting, and/or variances.

- 10) **Question: Listing of all ESG companies?**

**Answer:** For a list of Emergency Solutions Grant (ESG) approved projects for the FY 2018 Action Plan, the public can review Miami-Dade County Board of County Commission approved Resolution R-814-18 approved on July 24, 2018.

Link <http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/181653min.pdf>

- 11) **Question: Is a program covering three distinct areas within housing, if it is addressing counseling, retention and housing counseling on all levels, front to back end, is this an action/activity that qualifies for the HOME category?**

**Answer:** No, the current FY 2019 RFA - HOME book does not solicit proposals for Homebuyer Counseling or Homeowner Retention services. The upcoming Surtax/SHIP RFA will solicit proposals for Homebuyer Counseling services.

- 12) **Question: Does counseling and support and programming supporting 3 of 5 areas for HOME, qualify as an area that could be funded in this HOME category? Homeless Prevention, Home Retention, HOME/Homeowner Management.**

**Answer:** Yes, proposals are being solicited for Single-Family Homeownership Rehabilitation, Tenant-Based Rental Assistance (TBRA), Homeless Tenant Based Rental Assistance, and Homeless Housing Rehabilitation projects. HOME Program funds cannot be allocated for Homeowner Management activities. Regarding Homebuyer Counseling services refer to answer provided in Question #11.

- 13) **Question: Does the Market Study requirement have a page limit? Can it be done by a 3<sup>rd</sup> party?**

**Answer:** A complete market study demonstrating the need for the housing is required. The market study for any housing activity should be included in the application submission via CD or USB drive. No, the market study does not have a page limit. Yes, the market study can be completed by a 3rd party.

**14) Question: On a 100-unit development, do 20% of the total 100 units need to be 50% AMI or just the HOME units?**

**Answer:** HOME funds will be allocated to mixed-income projects with HOME Set-Aside units based upon the amount of HOME funds allocated to the project. Refer to Page 59 - Set-Aside Commitments.

**15) Question: If you have a unit mix of 20 one-bedroom, 20 two-bedrooms, and 20 three-bedrooms for 60 total, which units can apply for HOME and equivalent subsidy?**

**Answer:** HOME funds are allocated to the entire development site not by unit breakdown structure. Refer to Page 59 - Set-Aside Commitments.

**16) Question: If you apply for HOME can you also apply for CDBG and Surtax?**

**Answer:** If a HOME proposal is awarded full gap funding then the entity cannot apply for CDBG and Surtax funds. However, if a HOME funded project was awarded partial project funding or did not receive a funding recommendation and a project gap remains then the entity can apply for CDBG and/or Surtax funds.

**17) Question: Is Davis-Bacon only triggered if 12 units are HOME?**

**Answer:** Yes, the Davis-Bacon Act is triggered with the allocation of HOME funds for 12 or more HOME-assisted units. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area.

**18) Question: Is there a maximum of HOME funding that can be asked for?**

**Answer:** Applicants are not subject to restrictions for the amount of funding requested. However, a credit underwriting analysis will be required for all projects to be considered for funding to assess the financial feasibility of projects. Any applicant that fails to meet this threshold item will not be funded.

**19) Question: What is HOME income targeting?**

**Answer:** HOME income targeting requirements ensure HOME-Assisted units adhere to rent controls pursuant to 24 CFR §92.252. Refer to Page 57.

**20) Question: How is the 10% of the developer fee deferred established? And what happens if there are cost savings?**

**Answer:** PHCD established as a policy that 10% of the Developer fee must deferred provided that it can be paid back in 10 years. Regarding cost savings, each project will be evaluated on a case-by-case basis.

**21) Question: Where can the FY 2013-2017 Consolidated Plan be found?**

**Answer:** Refer to <http://www.miamidade.gov/Housing/> then scroll down to the FY 2019 Request For Application section, Attachment #6.

**22) Question: TBRA – Can you propose a medium to long-term rental assistance program for emergency shelter outplacements into scattered site housing?**

**Answer:** Yes, homeless emergency shelter outplacements are allowed to be transitioned to a HOME Homeless Set-Aside TBRA or ESG Homeless Prevention/Rapid Rehousing program. Refer to Pages 75-78 for HOME TBRA objectives. Refer to Pages 84-89 for Homeless Program and ESG Program objectives. Refer to Form 4 - Pages 96-101 for the HOME Homeless Set-Aside TBRA and ESG Homeless Prevention/Rapid Rehousing application. Refer to Page 25 for the FY 2019 Affordable Housing Funds Available table.

TBRA funds can be allocated to scattered site housing. TBRA funds must be allocated to public or privately owned units that meet Housing Quality Standards (HQS) within the Miami-Dade County area prior to commencement of any assistance. Refer to Page 76, TBRA - Eligible Units, and Page 88, ESG Eligible Participants/Services And Activities Eligible For ESG Funding.

**23) Question: Is there a maximum amount you can apply for within HOME/ESG support such as for CDBG (i.e., 20% of total funds available)?**

**Answer:** No, HOME/ESG funds are not subject to maximum funding request restrictions.

**24) Question: Page 8: Would an applicant have to submit separate applications if seeking funding for 1) new construction, 2) CHDO housing, 3) CHDO operating?**

**Answer:** Yes, applicants must submit separate applications for HOME new construction proposals and HOME Community Housing Development Organizations (CHDO) housing proposals with HOME CHDO Operating Support funds. For HOME CHDO Operating Support funds, applicants must submit an application for a HOME CHDO eligible project. For HOME CHDO proposals, refer to pages 102-114.

**25) Question: Page 9: Are the eligibility requirements also for new construction? Item 3: Is only a market study required?**

**Answer:** Yes per the Eligibility Requirements and Evaluation Criteria For Housing Application Projects are summarized on pages 9-11, all proposed projects must meet the listed requirements.

**26) Question: Page 10, Item 4: Where in the application should we include information regarding the priority need?**

**Answer:** Priority needs supporting documentation should be placed behind Tab 1 of the Form 1 - II Proposed Activity section. Refer to Page 31.

**27) Question: Item 12: Does the max total development cost per unit apply to developments with an award of 9% housing credits?**

**Answer:** Yes, the maximum total development cost per unit does apply to developments awarded 9% housing credits. HOME federal guidelines must be met for all developments regardless of the project budget funding sources.

**28) Question: Construction applications supporting documentation – are these required with the application or during credit underwriting?**

**Answer:** Yes, all supporting documentation must be submitted with the entity's application.

**29) Question: Page 31, Form 1. III Funding Tab – What is required for this section?**

**Answer:** For the Tab 1 - Form 1 - III. Funding Request section, it must include the Application Cover Sheet, refer to Page 32, and a detailed Funding Request summary.

**30) Question: Pages 42 – 52: Would the Florida Housing forms be acceptable?**

**Answer:** Yes, PHCD will accept Florida Housing forms for pages 42-52.

**31) Question: Pages 68 – 71: Would the Florida Housing ProForma template be acceptable?**

**Answer:** Yes, PHCD will accept Florida Housing ProForma template for pages 68-71.

**32) Question: What is the current sale for homeownership? Previously, the maximum sales price was \$250,000. When and what will the maximum sales price increase to?**

**Answer:** The Miami-Dade County maximum homeownership sale price is \$205,000. An adjustment to the maximum sales price is under evaluation by County staff.

**33) Question: What are the match requirements for ESG?**

**Answer:** Match requirements for ESG funding require an equal amount of funds from cash or the following in-kind sources: new staff, volunteer time, the donation of materials and buildings, or the value of any lease on a building. Refer to Page 89.

**34) Question: What is the unique composition of the HOME CHDO Board?**

**Answer:** HOME CHDO applicants must maintain at least one-third of its governing board's membership as residents of low-income neighborhoods, low-income community residents, or elected representatives of low-income neighborhood organizations as evidenced by the organization's By-Laws, Charter, or Articles of Incorporation. A list of board members must be provided indicating which are low-income representatives and how they qualify to meet the eligibility. Refer to Pages 108-114 - HOME CHDO Certification Application.

**35) Question: Can a project be between two cities in two different states?**

**Answer:** No, projects must benefit residents of the Miami-Dade County Entitlement area.

**36) Question: Can we get a sample of the County contract?**

**Answer:** Yes, it will be posted on the PHCD website as an attachment to this item, Addendum #3.

**37) Question: Will there be a grant for individual homeowners or for landlords to rehab homes?**

**Answer:** In the FY 2019 RFA, funds are available for agencies not individual homeowners to undertake Single-Family Homeownership Rehabilitation. Refer to Page 25.

**38) Question: What are the reporting and tracking requirements for ESG grantees (emergency shelter/outreach and homeless prevention)? We are familiar with the tracking requirements for CDBG funding and are wondering if the reporting requirements are the same/similar?**

**Answer:** Participation in the Homeless Management Information System (HMIS) and completion of all universal data elements is required for ESG grantees. Reporting outcomes is done through the Consolidated Annual Performance Evaluation Report (CAPER), it's a customizable report similar to the Annual Progress Report (APR), hosted in the HMIS reports tab.

**39) Question: There is \$592,487 in Emergency Shelter & Outreach and \$369,612 in Homeless Prevention and RRH funding available. Is there a cap on the amount of funding an agency can request per category?**

**Answer:** Those are the caps. Miami-Dade County is not seeking outreach through this application.

**40) Question: If an agency has recently secured funding for short/medium-term rental assistance, can the agency request only Follow-up Case Management support within Homeless Prevention using its rental assistance funding as project match?**

**Answer:** Eligible costs for the ESG Housing Prevention category consist of: utilities, rental application fees, security deposits, last month's rent, utility deposits and payments, moving costs, housing service and placement, housing stability case management, landlord-tenant mediation, tenant legal services, and credit repair. Refer to Page 89.

**41) Question: Under an Emergency Shelter application, can an agency request support solely for essential services (only legal services, relocation assistance and local transportation - bus/metrorail) using operating support to house residents in its two emergency shelters as project match?**

**Answer:** Yes.

**42) Question: For the administrative cost rate of 7.5%, do we include this in our budgets and note that this is passed through to Miami-Dade County as noted on Page 88 of the RFA?**

**Answer:** Miami-Dade County will retain the ESG Administrative Fee of 7.5% to administer programmatic services.



**43) Question: Can we replace the requested CD-ROM with a USB device?**

**Answer: Yes.**

**44) Question: We have received CDBG funds for two years. Do we still provide the Affidavit of Previous Contractual Relationships with our ESG proposal?**

**Answer: Yes.**

**45) Question: The Housing Forms starting on page 36 of the RFA (Tabs 1-5) requests information such as IRS determination letter "behind a tab labeled and clearly identified" or document of State of Florida legalization of the entity "behind a tab labeled and clearly identified." Does this mean that our application should have numbered Tabs 1-16 as noted on the checklist as well as tabs labeled IRS letter or do these documents just go behind Tab 1?**

**Answer: Yes, proposals must be submitted with tabs labeled. The Housing Forms Submission Checklist, on Page 31, provides guidance for the submission of documentation.**

**46) Question: As we are not proposing to develop any sites, do we put Not Applicable on Part III. Development of the Housing Forms (Pages 40-42 of the RFA)?**

**Answer: Yes.**

**47) Question: Pages 44-71 are infrastructure and zoning forms - shall we put N/A on these too and include in our application?**

**Answer: Yes.**

### **CORRECTIONS/CLARIFICATIONS**

- NRSA maps can be found in the Attachments online. For NRSA Maps, review Attachment 16, page 169.

Resolution Number # \_\_\_\_\_  
Awarded Amount \$ \_\_\_\_\_

HOME \_\_\_\_\_  
Non-Profit  
Developer

FY \_\_\_\_\_ HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)  
**CONTRACT BETWEEN  
MIAMI-DADE COUNTY  
AND**  
\_\_\_\_\_

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Awardee" or "Developer" and having offices at \_\_\_\_\_, and telephone number of \_\_\_\_\_, states conditions and covenants for the rendering of Affordable Housing activities hereinafter referred to as "Activity or Activities" for the County through its Public Housing and Community Development hereinafter referred to as "PHCD", and having its principal offices at 701 N.W. 1 Court, 14<sup>th</sup> Floor, Miami, Florida 33136, collectively referred to as the "Parties."

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the HOME Investment Partnerships (HOME) Program was authorized under Title II of the National Affordable Housing Act of 1990, as amended, with the primary objective of promoting the development of viable urban communities; and

WHEREAS, the Awardee provides it will develop Activities of value to the County and has demonstrated an ability to provide these Activities; and

WHEREAS, the County is desirous of obtaining such Activities of the Awardee, and the Awardee is desirous of providing such Activities; and

WHEREAS, the County appropriated in Resolution No. R-\_\_\_\_\_ up to \$ \_\_\_\_\_ of HOME funds (the "Loan" or the "HOME funds") to the Activity \_\_\_\_\_; and

WHEREAS, except for Tenant Based Rental Assistance (TBRA) awards and HOME CHDO operating awards, the Awardee will execute for the benefit of the County a promissory note in the full amount of the HOME fund award, as well as a Loan Agreement, and the promissory note shall be secured by a Mortgage and Security Agreement and Assignment of Leases, Rents and Profits; Collateral Assignment of Leases, Rents and Contract Rights; Environmental Compliance and Indemnity Agreement; Miami-Dade County Rental Regulatory Agreement; Collateral Assignment of Construction Documents; other documents which in the discretion of the County are desired or needed in order to secure its loan; and in the case of a rental project, a deed covenant as required by 24 CFR Part 92; and

WHEREAS, the Awardee shall carry out the Activities, which are defined in more detail in Attachment A, "Scope of Services," in Miami-Dade County.

NOW, therefore, in consideration of the mutual covenants recorded herein, the parties hereto agree that the preceding recitals are true and correct and incorporated into this Agreement as if fully set forth herein and further agree as follows:

**EFFECTIVE TERM  
OF AGREEMENT:**

This Agreement shall begin on \_\_\_\_\_.  
his Agreement shall expire on \_\_\_\_\_ or 30 days after the submittal of the last construction draw pursuant to the Loan Agreement between Miami-Dade County and the Awardee

**AMOUNT OF AGREEMENT:**

Subject to the availability of funds, the amount of funds which may be disburse, in accordance with this Agreement, may not exceed \$ \_\_\_\_\_.

**I. Definitions**

**PHCD**

**Public Housing and Community Development or its successor department.**

<b>HOME Regulations</b>	24 CFR Part 92, the federal regulations implementing Title II of the National Affordable Housing Act of 1990, as amended – HOME Investment Partnerships Program, and the laws, rules and regulations referenced therein.
<b>HOME-Assisted Units</b>	Units which are built with the assistance of the HOME funds which are the subject of this Agreement.
<b>Activities or Project</b>	The provision by Awardee of services, set forth more fully herein and in the Scope of Services, which ultimately create or maintain Affordable Housing for low-income individuals and families whose incomes do not exceed 80% of Area Median Income (“AMI”), as defined by the United States Department of Housing and Urban Development (“U.S. HUD”).
<b>Affordable Housing</b>	The requirements for rental or homeownership housing set forth in 24 C.F.R. 92.252 (rental housing) or 24 C.F.R. 92.254 (homeownership). Affordable Housing is not student housing, hospice, nursing homes, foster homes, halfway houses, residential treatment facilities or other facilities not considered to be Affordable Housing by HUD.
<b>Affordable Housing Units or HOME-Assisted Units</b>	The units of Affordable Housing assisted with the HOME funds loaned to Awardee and described in this Agreement.
<b>Affordability Period</b>	The period of time that HOME assisted units must remain affordable as specified by 24 CFR 92.252, 24 CFR 92.254, or by Miami-Dade County as applicable.
<b>Community Development Corporation</b>	A local agency that is organized to meet community development needs with particular emphasis on the economic development, housing and revitalization needs of low- and moderate-income area residents and which is receptive to the needs expressed by the community.
<b>Community Housing Development Organization (CHDO)</b>	A local nonprofit agency that is organized to provide decent affordable housing to very-low- and low-income persons in accordance with 24 CFR 92.2.
<b>Community Housing Development Organization- 5% CHDO Operating</b>	A Community Housing Development Organization may not receive HOME funding for any fiscal year in the amount that provides more than 50% or \$50,000 whichever is greater, of the CHDO's total operating expenses in that fiscal year in accordance with 24 CFR 92.300(f). The eligible uses are as follows; Organizational Support, Housing Education, Administrative Expenses and Operating expenses. Funding for this operating assistance is contingent on the CHDO receiving CHDO set aside funds.
<b>Community Housing Development Organization – 15% CHDO Set Aside</b>	A Community Housing Development Organization is eligible to receive CHDO Set Aside funds for Affordable Housing activities in accordance with 24 CFR 92.2. The set aside funds must be related to the creation of Affordable Housing units.
<b>Effective Term</b>	The Effective Term of this Agreement is the duration of time listed above as the “EFFECTIVE TERM OF AGREEMENT”.
<b>Fixed and Floating HOME Units</b>	In accordance with 24 CFR (F) Sec. 92.252, an Awardee may choose to use either a “fixed” or “floating” HOME-assisted designation for rental

	units. This designation must be made at the time of project commitment. "Fixed" units remain the same throughout the period of affordability. The "Floating" unit designation provides the Awardee the flexibility to maintain a certain number of HOME-assisted units throughout the Minimum Affordability Period, although the specific unit(s) so designated may vary with availability.
Homebuyer	Any low- or moderate-income individual who will be purchasing HOME assisted units covered by this agreement. The homebuyer will have ownership in fee simple title or a 99 year leasehold interest in a one to four-unit dwelling or a condominium unit or equivalent form of ownership approved by U.S. HUD.
Local	Having headquarters in Miami-Dade County or having a place of business located in Miami-Dade County from which the Contract or Subcontract will be performed.
Low- and Moderate-Income Individual or Family	A person or family whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR Part 92. Students independent of their families are not Low- and Moderate-Income individuals.
Very Low-Income Individual or Family	A person or family whose annual income does not exceed 50% of the median income for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR Part 92. Students independent of their families are not Very Low- and Moderate-Income individuals.
Contract Records or Agreement Records	Any and all books, records, documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed, electronic or electrical, however collected, preserved, produced, developed, maintained, completed, received or compiled by or at the direction of the Awardee or any subcontractor in carrying out the duties and obligations required by the terms of this contract, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.
Federal Award	Any federal funds received by the Awardee from any source during the period of time in which the Awardee is performing the obligations set forth in this contract.
Awardee	Recipient of HOME funds from Miami-Dade County.
Developer	Awardee acting as the production agent for the delivery of the Affordable Housing units identified in Attachment "A" of this agreement.
OMB A-133	OMB A-133 shall mean as amended, replaced or supplemented from time to time.
Policies and Procedures Manual	PHCD's Policies and Procedures Manual f/k/a Contract Compliance Manual may be viewed and downloaded at <a href="http://www.miamidade.gov/housing/community-development.asp">http://www.miamidade.gov/housing/community-development.asp</a>
Project	The Affordable Housing Activities assisted with HOME funds pursuant this Agreement, as set forth in more detail in the Scope of Services, Attachment A.
Property	The real property as described by legal description in any loan documents executed between Awardee and the County and any real property of Awardee or Related or Affiliated Entities (as defined herein) acquired or improved upon with funds awarded pursuant to this Agreement or on which funds awarded pursuant to this Agreement are anticipated to be used.

<b>Program Income</b>	Income derived from the use of HOME funds, whether by operation of the Project or otherwise, as described in 24 C.F.R. 92.2.
<b>Subcontractor or Subconsultant</b>	Any individual or firm hired on a contractual basis by the Awardee for the purpose of performing work or functions cited on the Action Step Format (Attachment "A1) of this contract.
<b>Subcontract</b>	Any contractual agreement between a Subcontractor and the Awardee.
<b>Subrecipient</b>	Subrecipient is a public or private nonprofit agency, authority or organization, or an entity described in 24 CFR 92.2, receiving HOME funds from the County to undertake activities eligible for such assistance. The Developer is not a subrecipient, as that term is defined in the HOME Regulations.
<b>Tenant</b>	A person or household with household income of not more than 80% AMI and who has a lease to occupy the HOME-assisted unit for a period of not less than one year.
<b>TBRA</b>	<b>Tenant Based Rental Assistance</b>
<b>Underwriting</b>	The process of determining the financial feasibility and the terms of a project. Underwriting shall, at a minimum, include financial feasibility review, subsidy layering review, credit review, long-term viability, reasonableness of amount of return to owner, market conditions of the neighborhood in which the project will be located, experience of developer, financial capacity of developer, firm financial commitments for the project, reserves for maintenance and replacement, and an analysis of costs and vacancy rates of similar projects in the area.

## II. The Awardee Agrees:

- A. The Awardee shall carry out the Activities specified in **Attachment A**, "Scope of Services," which is incorporated herein and attached hereto, in Miami-Dade County, for the provision of Affordable Housing to Low Income Individuals or Families.
- B. Insurance Requirements

Upon PHCD's notification, the Awardee shall furnish to the Department's Community and Housing Management Division (CHMD), 701 N.W. 1 Court, 14<sup>th</sup> floor, Miami, Florida 33136, relevant certificate(s) of Insurance evidencing insurance coverage as detailed herein and in the Scope of Services (**Attachment B-1(G)**). The effective coverage start date of applicable insurances shall not be later than the date of the Agreement execution and shall be approved by Miami-Dade County's Internal Services Department (ISD) prior to any reimbursement or draw requests being processed. All certificates and insurance updates must identify the name(s) of the Awardee and the Activity being funded through this Agreement. The Awardee shall provide Builder's Risk Insurance and/or Flood Insurance (if applicable) upon the issuance of the Notice to Proceed with an effective date for coverage commencing on the Notice to Proceed date. Any changes to the required insurance policies, including coverage renewals, must be submitted to PHCD through a formal notice immediately upon occurrence throughout the Agreement period.

If the Awardee fails to submit the required insurance documents in the manner prescribed in these requirements, the Awardee shall be in default of the terms and conditions of the Agreement.

- C. Certificate of Continuity

The Awardee shall be responsible for ensuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the Agreement period, including any and all option years, if applicable. In the case of construction and major rehabilitation activities, the Awardee must have the coverage cited in **Attachment B-1(G)** of this Agreement at the time that it begins construction on the project. If the insurance certificates are scheduled to expire during the Agreement period, the Awardee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Agreement period, the County shall suspend the Agreement until the new or renewed certificates are received by the County in the manner prescribed in the requirements; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement. Prior to execution of the Agreement by the County and commencement of the contracted services, the Awardee shall obtain all insurance required under this Section and submit same to the County for approval. All insurance shall be maintained throughout the term of the Agreement.

D. Indemnification

The County shall not assume any liability for the acts, omissions to act or negligence of the Awardee, its agents, servants or employees; nor shall the Awardee exclude liability for its own acts, omissions to act, or negligence arising out of the Awardee's performance pursuant to this Agreement. The Awardee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Awardee or its employees, agents, servants, partners principals or subcontractors. The Awardee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Awardee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Awardee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.

E. Documents and Reporting Requirements

The Awardee shall submit documents to PHCD as described below or any other document in whatever form, manner, or frequency as prescribed by PHCD. These will be used for monitoring progress, performance, and compliance with this Agreement and for compliance with applicable County and Federal requirements.

1. Certificates of Insurance

Original certificates of insurance, as set forth in the Insurance Requirements attachment, Attachment B-1(G), must be received by PHCD within the first month of this Agreement period, and submitted with each payment request, including any renewals, prior to payments made by the County. The effective date of the coverage must coincide with the beginning date of this agreement.

2. Progress Reports

- a. The Awardee shall submit a status report using the form attached hereto as **Attachment C**, "Progress Report," as it may be revised by PHCD from time to time, which shall describe the progress made by the Awardee in achieving each of the objectives and action steps identified in Attachment A and Attachment A-1.

The Awardee shall ensure that PHCD receives each report in triplicate (or as indicated) no later than 10 days after the end of the quarter.

The final Progress Report submitted by Awardee to the County shall include a summary of all the services performed during the period of the Contract and

shall be submitted with documentation sufficient to show that Affordable Housing units were created in conformance with the HOME Regulations.

b. Quarterly Reporting when Subcontractors are Utilized

Awardees are advised that when Subcontractors or Subconsultants are utilized to fulfill the terms and conditions of this Agreement, Miami-Dade County Resolution No. 1634-93 will apply to this Agreement. This resolution requires the selected Awardees to file quarterly reports as to the amount of Agreement monies received from the County and the amounts thereof that have been paid by the Awardee directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

The Awardee shall submit to PHCD a cumulative account of its activities under this agreement by completing the following portions of the Progress Report Form:

**Section I - Status of Contracted Activities:**

The Awardee must report specific information regarding the status of the contracted activities, including accomplishments and/or delays encountered during the implementation of the project and an unduplicated count of clients served during the reporting period (if applicable) for each federally defined ethnic category. Awardees engaged in construction and/or housing rehabilitation projects shall report on the progress of their activities including the number of housing units completed and occupied by low-moderate and low income residents. The Awardee shall also report demographic information on each head of household. Each goal and corresponding objective(s), as indicated in the approved Scope of Services, must be addressed as part of this report.

**Section II - Fiscal Information:**

The Awardee must report expenditure information based on approved budgeted line items to reflect all costs incurred during the reporting period. In addition, the Awardee shall report on Program Income Usage for each contracted activity.

**Section III - Contract and Subcontract Activity Report:**

Contract and Subcontract Activity Report (First and Third Quarter Progress Report) - The Awardee shall report to PHCD the number of business activities involving minority vendors, including subcontractors performing work under this Agreement. The "Contract and Subcontract Activity Report" Section in Attachment C, and when applicable Section 3 in the same Attachment shall be completed semiannually by the Awardee and submitted to PHCD no later than 10 days after the end of the first and third quarter .

**Section IV - Neighborhood Employment Opportunities:**

Neighborhood Employment Opportunities Report (First and Third Quarter Progress Report) - The Awardee shall report to PHCD the number of target and service area residents who have received employment opportunities from federally financed and assisted projects and activities.

The Neighborhood Employment Opportunities Report shall be submitted using the Progress Report Form attached hereto as a Section in **Attachment**

**C**, as it may be revised. This section of the form shall be completed semiannually by the Awardee and submitted to PHCD no later than 10 days after the end of the first and third quarter.

The Awardee shall submit to the County, in a timely manner, any other information deemed necessary by the County, and its presentation shall comply with the format specified at the time of the request. Failure to submit the Progress Reports or other information in a manner satisfactory to the County by the due date shall render the Awardee in noncompliance with this Article. The County may require the Awardee to forfeit its claim to payment requests or the County may invoke the termination provision in this Agreement by giving five days written notice of such action to be taken.

- c. Unspecified Site(s) Objective - If the Awardee has not yet identified a location to carry out any of the activities described in **Attachment A**, the Awardee shall submit, in triplicate, Progress Reports, using the form attached hereto as part of **Attachment C**, on a monthly basis until such time as the Awardee complies with the provisions contained within Section II, Paragraph E.4. of this Agreement. Copies of the above described Progress Report shall be received by PHCD no later than the tenth (10th) business day of each month and shall address the progress undertaken by the Awardee during the previous month. This Progress Report shall not be required if the Awardee is submitting the Progress Reports required by Section II, Paragraph E.2.a and Paragraph E.3.
3. Annual Report (Fourth Quarter Progress Report)-The Awardee shall submit a cumulative status report (hereinafter referred to as "Annual Report") using the "Progress Report" specified in Section II, Paragraph E.2 above, which shall describe the progress made by the Awardee in achieving the HOME Program Objectives identified in **Attachment A** during the previous year. The "Annual Report" must cover the HOME fiscal year of January 1 through December 31 and shall be received by PHCD no later than 10 days after the year ends.
4. Environmental Review - The Awardee immediately upon locating or determining a site for each of the "Unspecified Site" activities to be carried out pursuant to this Agreement, shall submit information detailing the location of each site for which a Site Environmental Conditions Statement will be prepared. The Environmental Review is to be prepared on information contained in **Attachment D**, "Information for Environmental Review Form."
- Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.**
5. Audit Report - The Awardee shall submit to PHCD an annual audit report in triplicate as required by Section II, Paragraph O of this Agreement, as set forth below. The Awardee shall submit a written statement from its auditing firm to confirm that it has cleared any non-compliance issues stated in the audit, and a written statement from the Auditor that the audit complies with all applicable provisions of 2 CFR Part 200 and OMB A-133, as amended (or where applicable 24 CFR Part 84.26, Part 85.26).
6. Personnel Policies and Administrative Procedures - The Awardee shall submit detailed documents describing the Awardee's internal corporate or organizational structure, property management and procurement policies and procedures, personnel management, accounting policies and procedures, etc. Such information shall be submitted to PHCD within 30 days of the execution of this Agreement.
7. Inventory Report - The Awardee shall report annually all nonexpendable personal and real property purchased with HOME funds from this and previous agreements with the County as specified in Section II, Paragraph Y of this Agreement.



8. Affirmative Action Plan - The Awardee shall report to PHCD information relative to the equality of employment opportunities whenever so requested by PHCD.

9. Disclosure of Related or Affiliated Parties

At the time of contract execution, or at any other time at the request of the County, Awardee shall disclose to the County all Related or Affiliated Parties. Related or Affiliated Parties shall mean persons, corporations, partnerships, or other business entities (a) which have a direct or indirect ownership interest in Awardee, (b) which have a parent or principal thereof which has a direct or indirect ownership interest in Awardee, (c) whose members appointed by Awardee, or (d) which the County deems in its sole discretion to be a Related or Affiliated Party of Awardee. The Awardee shall report this information to the County upon forming the relationship or, if already formed, shall report it immediately. Any supplemental information shall be reported quarterly in the required Progress Report. This provision shall be construed broadly to the benefit of the County. Non-compliance with these requirements will be considered a default, which may result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through PHCD for a period of three years.

10. Reporting on Financial Status, Bankruptcy, Real Property, or Personal Property

Awardee shall notify the County in writing within ten (1) days of the occurrence of any of the following as to Awardee or any Related or Affiliated Parties:

- a. Any anticipated or pending lis pendens, foreclosure action, arrearage, default, late payment regarding any property of Awardee or Related or Affiliated Parties, including properties not related to this Agreement. Awardee shall also provide the County with a copy of all court filings, notices of default, arrearage or late payment, or any other documents relevant to the disclosures required herein.
- b. Any legal encumbrance on the Property not permitted in writing by the County.
- c. Any default or arrearage on any loan, Note or other debt or obligation for which the Property is security.
- d. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver.
- e. Any action, activity, facts, or circumstances that would materially impair performance by Awardee of all the terms and conditions of this Agreement.

**Failure to comply with these reporting requirements shall constitute a default and shall entitle the County to seek any and all remedies available at law, equity and pursuant to this Agreement.**

11. Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, the Awardee, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. The Awardee, its agents and/or representatives shall also provide the County with the contact information for the Awardee, its, agents and/or representatives.

F. Participation in the HOME Program

The Awardee agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92 and any regulations, rules, laws or HUD guidance referenced therein (the "HOME Regulations"), as the HOME Regulations may be amended from time to time, including but not limited to the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until PHCD has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by PHCD of a release of funds from the U.S. Department of Housing and Urban Development [or the State of Florida] under 24 CFR Part 58.

Further, the Awardee will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. The violation of this provision will result in the denial of any funds under the Agreement.

2. The HOME funds advanced to the Project will be secured by a note and mortgage and other security instruments at the discretion of the County on all development projects, and in the case of a rental project, a deed covenant or rental regulatory agreement as required by 24 CFR Part 92.
3. The Awardee will ensure that any expenditure of HOME funds will be in compliance with the requirements at 24 CFR 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work.
4. For homeownership Activities, Awardee shall sell Affordable Housing units only to HOME-eligible buyers pursuant to the HOME Regulations. Awardee shall impose resale restrictions upon the buyers of the Affordable Housing units in the Project, which resale restrictions shall:
  - (a) restrict the ability and manner in which the Affordable Housing units may be conveyed or sold within the Affordability Period; and
  - (b) require that the Affordable Housing units be conveyed during the Affordability Period only to HOME-eligible individuals or families; and
  - (c) require that the HOME-eligible buyer use the Affordable Housing unit as his/her principal residence; and
  - (d) include a restrictive covenant in the form set forth by PHCD which shall be recorded in the public records of Miami-Dade County immediately upon the sale of the Affordable Housing units. Awardee must obtain the restrictive covenant from PHCD prior to the sale of any of the Affordable Housing units in the Project. The restrictive covenant shall require that the Affordable Housing unit: (i) continue to be the principal residence of the HOME-eligible individual or family for the duration of the Affordability Period, (ii) be made available for subsequent conveyance only to a HOME-eligible individual or family who shall use the property as his/her/their principal residence. The resale requirements shall ensure that the price at resale provides the original HOME-assisted owner the value of the homeowner's investment and any capital improvements made by the homeowner while preventing the owner from selling the Affordable Housing unit for a profit. The AWARDDEE must ensure that the resale restrictions are adequately described in all written agreements with the Affordable Housing unit buyers.
5. If the Project is to be an eligible, homeowner-occupied Project, the AWARDDEE will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is eligible under 24 CFR 92.254 and will maintain compliance during the Minimum Affordability Period. (If the property also contains a rental unit assisted with HOME funds, the AWARDDEE will ensure that occupancy complies with the requirements of 24 CFR 92.254. If the project is to be rental, the AWARDDEE will ensure that the project is eligible under 24 CFR 92.214, and that it will meet the applicable standards of 24 CFR 92 at initial occupancy and for the Minimum Affordability Period, as defined below:

HOME Investment per Unit	Length of the Affordability Period
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years

More than \$40,000	15 years
New construction of <b>rental</b> housing	20 years
Refinancing of <b>rental</b> housing	15 years
Homeless Capital Projects	30 years

6. The designated HOME-Assisted Units of this Project will meet the affordability requirements found in 24 CFR 92.252 (rental) or 92.254 (owner-occupied) as applicable. The Awardee shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low- and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances Under the HOME Program.
7. In the selection of occupants for the Affordable Housing units in the Project, the Awardee shall comply with all non-discrimination requirements of 24 CFR 92.350. If the project consists of five (5) or more units, the Awardee will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval of PHCD.
8. If the Project was occupied at the time the County committed HOME funds to the Project, the Awardee shall comply with the relocation requirements of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA") (42 U.S.C. 4201-4655), 49 C.F.R. part 24 and 24 C.F.R. 92.353.
9. The Awardee shall assure compliance with 24 CFR 92.251 as it relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251 (a) (3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.
10. If the Project is for homeownership, the Awardee shall ensure that any promissory notes, mortgages and/or deed restrictions or covenants running with the land executed by homebuyers shall be in compliance with 24 CFR 92.254. The Awardee shall work with the County to ensure that eligible homeowners are approved and that appropriate resale or affordability restrictions are in place, in accordance with 24 CFR 92.254. The County shall monitor each unit for principal residency (see 24 CFR 92.254(a)(3) and 24 CFR 92.254 (a)(4) – (5)).
11. The Awardee will provide any documentation required by PHCD regarding matching funds as may be required to document matching funds for purposes of the HOME program.
12. If the Project involves the construction or rehabilitation of 12 or more HOME-Assisted Units, the Awardee shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor regulations 29 CFR Part 1, Part 3, and Part 5, as amended.
13. If the property is sold through a lease-purchase agreement, the Awardee will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B. The Awardee will be monitored by PHCD for compliance with the regulations of 24 CFR 92 for the affordability period specified above. The Awardee will provide reports and access to project files as requested by PHCD during the Project and Five (5) years after completion and closeout of the Agreement.
14. For Housing, Rehabilitation, and Construction activities all conditions in this section will apply throughout the HOME affordability period. Throughout that period, the Awardee will be required to submit an annual report regarding its compliance with the HOME Program Objectives, and PHCD will have the right to monitor the activity.
15. Awardee shall prohibit any owner or operator of the HOME-assisted project from charging fees to tenants that are not reasonable and customary, such as monthly fees for access to

pay laundry facilities, as set forth in 24 C.F.R. 92.214. Reasonable application fees, parking fees where such fees are customary, or the costs of non-mandatory services such as bus service are permissible.

16. For rehabilitation projects, Awardee shall ensure that the Project design satisfies PHCD's Rehabilitation Standards. Awardee further agrees that PHCD shall be permitted to inspect the Project for compliance with said Rehabilitation Standards and reimbursement using the Loan shall be denied if work fails to comply with those standards or other applicable building codes. Said Rehabilitation Standards include minimum useful life for major systems.
17. For rental rehabilitation or construction projects, all HOME-assisted units must be occupied with an initial Tenant no later than six months from the date the unit is completed and a certificate of occupancy issued. If the unit is not occupied within that time, as required by 24 C.F.R. 92.252, Awardee must show the County and HUD its current marketing efforts and its plan for marketing the units. If the unit is not occupied with an initial tenant within eighteen (18) months, Awardee shall repay the County the amount of Home funds used to assist that unit.
18. **Lease Requirements for all HOME-assisted units and Tenant-Based Rental Assistance:** All tenants shall have a written lease for a term of not less than one year. Tenant's occupancy may not be terminated due to tenant income. Awardee cannot limit eligibility or give preferences unless by written agreement of the County. Separate or different housing for persons with disabilities is not permitted unless Awardee meets the evidentiary burden of showing necessity as set forth in 24 C.F.R. 8.4.
19. For homeownership projects, the HOME-assisted units must be acquired by an eligible homebuyer whose household qualifies as a low-income family, and the housing must be the principal residence of the family throughout the period described in paragraph (F)(5) of this section. If there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of construction or rehabilitation, the housing must be rented to an eligible tenant in accordance with §92.252. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing. The homebuyer must receive housing counseling."
20. Except for Tenant Based Rental Assistance (TBRA) awards and HOME CHDO operating awards, **Awardee shall** execute for the benefit of the County a promissory note in the full amount of the HOME funding award as well as a Loan Agreement . Further the Loan and shall be secured by a Mortgage and Security Agreement and Assignment of Leases, Rents and Profits; Collateral Assignment of Leases, Rents and Contract Rights; Environmental Compliance and Indemnity Agreement; Miami-Dade County Rental Regulatory Agreement; Collateral Assignment of Construction Documents; other documents which in the discretion of the County are desired or needed in order to memorialize or secure the Loan (the "Loan Documents"). In the case of a rental project, a deed covenant as required by 24 CFR Part 92 shall also be required and shall be considered to be a part of the Loan Documents. Awardee agrees to execute the Loan Documents, as required by the County in its discretion as set forth herein, within a reasonable time after the execution of this Agreement. No funds shall be disbursed to Awardee pursuant to this Agreement until all Loan Documents have been executed and recorded (where applicable). Failure to comply with the requirements of this section may result in the recapture of the HOME award for the project and termination of this Agreement.
21. **Underwriting and Subsidy Layering Review Required.** Before determining the loan terms and executing Loan Documents, PHCD will conduct, either in-house or via a third-party underwriter (to be chosen at the discretion of the County), a subsidy layering review and an underwriting analysis in accordance with 24 CFR 92.250(b), the cost of which will be born by Awardee. **Underwriting is performed to protect the County's scarce affordable housing funds and is performed to ensure that the Project has sufficient financing to be completed timely.** The subsidy layering review shall determine the resources and feasibility of the Project, indicate whether there is enough subsidy to pass along a benefit

to the ultimate resident in the Project, and to avoid the County investing more HOME funds in the project than necessary, considering other financing available to the Project.

22. Agreement to Agree. The HOME funds available under this Agreement shall constitute a loan with payments, interest, and maturity to be determined by the County following a subsidy layering review and a third-party underwriting of the Project. The Parties agree that this Agreement is contingent upon the Parties agreeing to the ultimate terms of the loan as negotiated by the Parties and the execution of the Loan Documents. In the event that the Parties cannot come to agreement on the terms of the Loan, the Loan Documents to be executed, the priority of the County's loan, and the security to be provided to the County, the County shall have the right to terminate this Agreement, and the HOME funds shall be recaptured by the County.
23. The Parties may later negotiate and agree to, at their discretion, a loan structure whereby Awardee's loan is forgiven in an amount equal to the amount of the second mortgage the County gives to the buyer of a unit in the Project assisted with these HOME funds. This loan structure must be negotiated by the Parties prior to execution of the Loan Documents.
24. *Maximum per-unit subsidy amount:* The total amount of HOME funds that may be used on a per-unit basis in Affordable Housing may not exceed the per-unit dollar limitations established under Section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)). Awardee shall seek guidance in writing from PHCD in order to ascertain these limits. PHCD shall, upon request of Awardee, inquire of the Multifamily Division in the HUD Field Office.
25. Bonding Requirements. For construction or facility improvement contracts or subcontracts exceeding \$150,000, Awardee shall ensure that the following minimum requirements are in place:
  - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
  - b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
  - c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract."
  - d. Awardee shall comply or provide the County with bonds sufficient for the County to comply with Florida Statutes, Section 255.05.
26. Awardee shall comply with the HOME Regulations and all rules and regulations cited therein.
27. Awardee shall comply with the HOME Regulations, including but not limited to 24 CFR Part 92 Subpart H and 24 CFR 92.504 governing agreements, inspections and responsibilities.
28. All HOME-assisted rental housing must have leases for tenants, and said leases shall provide the HOME tenant protections described in 24 CFR 92.253. Rents shall be in accordance with 24 CFR 92.252.
29. HOME funds may only be used for permanent or transitional housing, as defined by HUD.
30. Income determinations and performance of the Activity or Project must be conducted in accordance with the HOME regulations. See 24 CFR Part 92 (92.209 for Tenant-Based Rent Assistance)

31. The County may charge a reasonable fee for compliance monitoring to ensure Awardee complies with the terms of this Agreement and the HOME Regulations.
32. **VAWA:** Awardee shall comply with the federal Violence Against Women Act, codified at 42 U.S.C. 13701-14040) ("VAWA"), which protects applicants, tenants, and program participants in federally funded programs (including HOME and Emergency Solutions Grant (ESG)) from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them, including the Final Rule adopted November 16, 2016, printed in Federal Register Vol. 81, No. 221, 80724-80824 (the "VAWA Final Rule"). VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.
- A. In substantially the form attached hereto as Attachment J, Awardee shall adopt an Emergency Transfer Plan; a Notice of Occupancy Rights under the Violence Against Women Act; a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation; and a VAWA Lease Addendum, all to be submitted for approval by PHCD prior to accepting applications, admitting, enrolling or leasing to tenants, enrollees and/or applicants.
- B. Awardee must provide the Notice of Occupancy Rights under the Violence Against Women Act and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation, as approved as described above by PHCD, to all applicants and tenants no later than at the following times:
- i. At the time the applicant is denied assistance or admission to the housing;
  - ii. At the time the individual is provided assistance or admission;
  - iii. With any notification of eviction or notification of termination of assistance; and
  - iv. For TBRA projects, when Awardee learns that tenant's housing owner intends to provide the tenant with notification of eviction.
- C. Language. The notice and the certification forms required by this section must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the Federal Register on August 16, 2000 (at 65 FR 50121)).
- D. Period of applicability. For HOME-assisted rental housing, the requirements of this section shall apply to the owner of the housing for the duration of the affordability period. For HOME tenant-based rental assistance, the requirements of this section shall apply to the owner of the tenant's housing for the period for which the rental assistance is provided.
- E. Emergency Transfer Plan. Awardee, must implement the emergency transfer plan (adopted as described above) and must make the determination of whether a tenant qualifies under the plan. The plan must be implemented in accordance with the policies set forth in the VAWA Final Rule, including all regulations referenced therein such as 24 C.F.R. 5.2001-2011. For tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the Awardee must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. Awardee may seek information about available units from the County, as well, and provide that information to tenants seeking an emergency transfer.
- F. TBRA Rental Agreements. The Awardee may make rental assistance payments only to an owner with whom the Awardee has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements of VAWA. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the Awardee a copy of any notice to the program participant (tenant) to vacate the housing unit or any complaint used under State or local law to commence

an eviction action against the program participant (tenant). Each rental assistance agreement that is executed or renewed on or after December 16, 2016 must include all protections that apply to tenants and applicants under 24 CFR part 5, subpart L, as supplemented by § 576.409, except for the emergency transfer plan requirements under 24 CFR 5.2005(e) and 576.409(d).

- G. TBRA Leases. Each tenant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the tenant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For tenants living in housing with federal project-based rental assistance, the lease must have an initial term of one year. Each lease executed must include the Lease Addendum provided in Attachment J. Awardee must ensure that the owner of the housing provides program tenants the protections of the VAWA
- H. Confidentiality: Awardee shall keep information confidential as set forth in the VAWA, the VAWA Final Rule, and under other federal, state or local laws, as applicable. Awardee shall establish procedures to protect as confidential information related to a request for VAWA protection or assistance, including the steps required by the VAWA Final Rule.
- I. VAWA Reporting: Awardee shall provide written reports to the County, at least annually and as part of the County's compliance review, stating the following information: (a) number of requests, complaints and/or inquiries based upon or for VAWA protections, (b) number of VAWA transfers or accommodations granted, (c) how much time it took for VAWA transfer, protection or accommodation to be provided, and (d) resolution (described). In no event except upon express written request by the County shall any identifying information be included in the VAWA reports. The times VAWA reports are due and the information required to be included in the VAWA reports may change from time to time based upon guidance by HUD. In such event, the County will advise Awardee in writing of the change in reporting requirements and provide Awardee a reasonable time to comply. Awardee shall use the form set forth as Attachment K to report VAWA information.

G. Lobbying Prohibition

- 1. The Awardee shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.
- 2. The Awardee shall disclose to PHCD if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative Agreement, on a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The Awardee shall ensure that the language in this Section II, Paragraph G.1. and G.2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative Agreements) and to ensure that all subrecipients shall certify and disclose accordingly in connection with this activity.

H. Federal, State, and County Laws and Regulations and Licensing Requirements

1. The Awardee shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Awardees are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services or Activities offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities. The Awardee will also comply with OMB A-122, OMB A-110, OMB A-21, OMB A-133, and with the applicable procedures specified in PHCD's Policies and Procedures Manual found at <http://www.miamidade.gov/housing/community-development.asp> which are incorporated herein by reference, receipt of which is hereby acknowledged, and as they may be revised.
2. The Awardee agrees to abide by Chapter II-A, Code of Miami-Dade County ("County Code"), as amended, applicable to non-discrimination in employment, housing and public accommodation on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income.
3. Awardee shall comply with, and cause all subcontracts to require compliance with, Florida Statutes, the Miami-Dade County Code of Ordinances, and all applicable building codes, including the Miami-Dade County Building Code and any applicable municipal building code. Failure of Awardee or any subcontractor of Awardee to so comply with these requirements, which includes but is not limited to engaging in construction or repairs without proper building permits or unlicensed professionals engaging in work which requires a license, shall cause this Agreement to be voidable by the County at the County's absolute and sole discretion. In the event the County voids this Agreement for failure to comply with the requirements of this section, Awardee shall forfeit any right to payment pursuant to this Agreement, regardless of when Awardee's or the subcontractor's noncompliance becomes known to the County.
4. Awardee shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap and requires a minimum number of units to be accessible to persons with disabilities; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The Awardee also agrees to comply with the Domestic Violence Leave codified as 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Awardee.
5. If the amount payable to the Awardee pursuant to the terms of this Agreement is in excess of \$100,000, the Awardee shall comply with all applicable standards, orders, or regulations, issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857 h), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as



amended; Section 508 of the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (40 CFR Part 15); and Executive Order 11738.

6. Assurance of Compliance with Section 504 of the Rehabilitation Act - The Awardee shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by PHCD within the term of this Agreement or the Affordability Period.
7. Americans with Disabilities Act (ADA) of 1990 - The Awardee shall attest to; and submit the required Disability Non-discrimination Affidavit assuring compliance with all applicable requirements of the laws listed below including but not limited to, those provisions pertaining to employment, provisions and program services, transportation, communications, access to facilities, renovations, and new construction.
8. Affirmative Action/Non-Discrimination of Employment, Promotion, and Procurement Practices (Ordinance #98-30) - All firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Regulatory and Economic Resources Department. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Regulatory and Economic Resources Department. Firms claiming exemption must submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any bidder/respondent which does not provide an affirmative action plan and procurement policy may not be recommended by the Miami-Dade County Mayor for award by the Board of County Commissioners.

9. Domestic Violence Leave Affidavit: Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance. Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.
10. Code of Business Ethics: In accordance with Section 2-8.1(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall adopt a Code of Business Ethics ("Code") and shall submit an affidavit stating that the Awardee has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (Form A-12). Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, also requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic

Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-9093.

11. Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a Awardee, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Awardee warrants and represents that it has not been placed on the convicted vendor list. The Awardee agrees that should Miami-Dade County discover that the Awardee's representations regarding the list are false, this Agreement shall be terminated on the discretion of Miami-Dade County. Further, should the Awardee be placed on the list at any time during this Agreement Miami-Dade County shall have the right to terminate this agreement

12. Criminal Conviction

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Failure of the Awardee to disclose this information as required may lead to the termination of this agreement by Miami-Dade County.

If Awardee, or any owner, subsidiary, or other firm affiliated with or related to the Awardee, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with Awardee. Any contract entered into based upon a false affidavit, as listed below, and submitted pursuant to this resolution shall be voidable by the County:

- a. Miami-Dade County Uniform Affidavit Form (includes standard County affidavits, such as Miami-Dade Employment Family Leave Affidavit, Miami-Dade Employment Drug-Free Workplace Affidavit, Miami-Dade Employment Disclosure Affidavit, Disability Nondiscrimination Affidavit)
- b. Criminal Record Affidavit
- c. Public Entity Crime Affidavit
- d. Financial and Conflicts of Interest Affidavit
- e. Collusion Affidavit
- f. Miami-Dade County Affidavit Regarding Delinquent and Currently Due Fees or Taxes
- g. Related-Party Disclosure Information
- h. Affirmative Action Affidavits
- i. Current on all County Contracts, Loans, and Other Obligations Affidavit
- j. Domestic Violence Leave Affidavit
- k. Code of Business Ethics Affidavit
- l. Financial and Conflicts of Interest Affidavit
- m. Collusion Affidavit

If any attesting firm violates any of the Acts below during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit.

The applicable Acts are as follows:

- The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Rehabilitation Act of 1973, 29 U.S.C. Section 794;
- The Federal Transit Act, as amended 49 U.S.C. Section 1612;
- The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

In addition to the requirements in the Agreement, the Awardee/Department agrees to comply with all the provisions of 24 CFR Part 92, including but not limited to subpart H and the following:

- Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
- Section 109 of the Housing and Community Development Act.
- Labor standards.
- Environmental standards.
- National Flood Insurance Program.
- Uniformed Relocation Act.
- Employment and contracting opportunities.
- Lead-based paint regulations.
- Eligibility of contractors or sub recipients.
- Uniform administrative requirements and cost principles.
- Conflict of interest.
- Executive Order 12372.
- Eligibility of certain resident aliens.
- Architectural Barriers Act and the Americans with Disabilities Act.

I. Reserved

J. Tenant-Based Rental Assistance (TBRA)

For Awardees receiving funding under the Tenant-Based Rental Assistance Program (TBRA), the Awardee shall comply with all requirements of 24 CFR 92.209, and the following shall apply:

1. **Eligible Participants:** The participants for TBRA ("Tenants") must be very low-income or low-income, therefore, their annual gross income cannot exceed 80% of the Area Median Income (AMI). At least 90 percent of the Awardee's Tenant participants assisted by the TBRA program must be at 60 percent of area median income. Assistance shall be targeted toward households with incomes not greater than 30% AMI, and priority shall be given to seniors, youth aging out of foster care, families at risk of homelessness, and persons with disabilities. Awardee shall work with PHCD to determine what preferences, permitted under 24 CFR 92.209, shall be made.
2. **Tenant Selection:** Tenant selection must be based on written tenant selection policies and criteria that are based on local housing needs and priorities established in the County's Consolidated Plan. These policies must be available for inspection by HUD, the County or the public. The policies should describe the application process. It should spell out when applications are accepted and where they will be accepted. It should also speak to how the program will be marketed and the method of the application process (in person, by phone, or other). Occupancy standards should be included in the policy along with a plan for landlord and

participant outreach the policy should speak to fair housing requirements as well as Americans with Disabilities Act and Section 504 compliance. The policy should also speak to participant compliance issues and the consequences of non-compliance, such as eviction or termination of assistance, along with any grievance requirements.

The County may establish preferences for special needs (e.g., homeless, elderly) or persons with disabilities. However, Awardee shall not administer preferences in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

3. **Eligible Uses of Assistance**

- (a) The HOME TBRA assistance may be used to provide ongoing rental assistance and/or security deposits. Eligible costs may also include utility deposit assistance, but only if this assistance is provided with TBRA or security deposit payment. These are the only allowable expenses for the funds associated with this subject award.
- (b) Rents must be reasonable as set forth by HUD and should be documented as such.
- (c) Deposits for utilities are limited to water, sewer, trash, electric and gas and are for first-time utilities and not for subsequent moves. The deposits should be reasonable and based on market practices.
- (d) Security deposits shall be defined by State law and must not exceed in amount the equivalent of one month rent or less.
- (e) Both utility and security deposits will only be paid once for a Tenant.
- (f) Tenants must use the assistance provided by the HOME Funds within Miami-Dade County. Awardee shall not be reimbursed for costs associated with assistance provided outside Miami-Dade County, except by duly authorized written waiver from the County.

4. **Subsidy Limitations:**

- (a) PHCD's rent standard for a unit size shall be based on:
  - (i) Local market conditions; or
  - (ii) The Section 8 Housing Choice Voucher Program (24 CFR 982).
- (b) The term of a rental assistance contract between Awardee and Tenant may not exceed 24 months, however, the contract may be renewed beyond that term subject to availability of HOME Funds. Awardee must annually determine that the Tenant continues to be low-income, meaning household income does not exceed 80% AMI.

5. **Eligible Units:** Public or privately owned units can be used in the program. The units must meet Housing Quality Standards (HQS) prior to the commencement of any assistance. The rents must be reasonable, as defined herein. The housing units cannot have duplicative subsidy attached, such as a project-based Section 8 unit or a be a Public Housing unit.

6. **Program Administration:** The Awardee is responsible for collecting, reviewing and approving the dwelling lease, assuring its compliance with state law and HOME regulations, including but not limited to 24 CFR 92.209 and 92.253. The Tenant contract with Awardee should run

concurrent with the dwelling lease. Ongoing activities include lease renewals, review of rent increases, recertification of income, re-inspection of the dwelling unit, and assurance of compliance with all HOME program regulations. The selected applicant should also maintain a waiting list for program participants. This list should be available for inspection.

7. **Program Design and Regulatory Citations:** The HOME TBRA is designed to mimic to some extent the Section 8 Housing Choice Voucher Program (S8 HCV), however, some differences do exist as found along with other program information at 24 CFR Part 92.
8. **Program Budget:** Awardee shall submit for PHCD approval a budget based on actual costs within HOME TBRA program guidelines. Awardee's administrative expenses shall be limited to 10 percent of the total contract amount. Staff timecards and/or records are required for review for staff expenses and should be specific to HOME TBRA allowable expenses.

H. **Property and Occupancy Standards:** The Section 8 Housing Quality Standards (HQS) must be used for HOME TBRA activities. The Awardee shall conduct Inspections of each unit to verify compliance with HQS and occupancy standards at initial move-in and annually during the term of the TBRA assistance.

1. **Lease Requirements:** The term of the lease between the tenant and the owner must be for at least for one year, unless both agree otherwise. ***The lease may not contain the following provisions:***
  - a. Agreement by the tenant to be sued or to admit guilt or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
  - b. Agreement by the tenant that the owner may take, hold, or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);
  - c. Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
  - d. Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
  - e. Agreement that the owner may evict the tenant without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
  - f. Agreement by the tenant to waive a trial by jury;
  - g. Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision; *or*
  - h. Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court.
2. **Minimum and Maximum Payment:** The HOME program rules establish a maximum TBRA assistance payment. Awardee must establish, with the PHCD's approval, a minimum Tenant payment.

**Minimum tenant payment:** The Awardee may use its discretion in setting this minimum payment level. The minimum payment may be established at a dollar figure or as a percentage of income. The amount established as a policy by Awardee is subject to PHCD approval.

**Maximum TBRA payment:** The maximum amount that the HOME TBRA program may pay to assist any given household is the difference between 30 percent of the household's adjusted monthly income and a jurisdiction-wide rent limit not to exceed the Fair Market Rents (FMRs) established annually by U.S. HUD for Miami-Dade County.

3. **Tenant Selection Requirements:** An Awardee administering a HOME-funded TBRA program must have a written tenant selection policy that clearly specifies how families will be selected for participation in the Awardee's TBRA program. There are two major components of tenant selection, as follows:

- a. **Income Eligibility:** Households who receive HOME-funded TBRA must have an annual income that does not exceed 80% of the area median income.
- a. **Preferences:** Awardees may use HOME-funded TBRA programs to support a variety of local goals and initiatives, including the following preferences:

**Targeted Programs:** Awardees are permitted to design local selection criteria that meet the housing needs of specific populations, including the following examples of targeted TBRA programs:

**Preferences for persons with disabilities:** Awardees may establish a preference for individuals with mental or physical disabilities, seniors, youth aging out of foster care, and families at risk of homelessness. Awardees may also provide a preference for a specific category of individuals with disabilities if the specific category is identified in Miami-Dade County's Consolidated Plan as having unmet needs, and if the preference is needed to narrow the gap in benefits and services received by such persons.

Preferences may not be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a). For example, a person given a preference under the TBRA program may not be prohibited from applying for or participating in other available programs or forms of assistance unless prohibited by law.

**Preferences for persons with other special needs:** TBRA may be provided to persons with a particular type of special needs, if the specific category of need is identified in the Miami-Dade County Consolidated Plan as having unmet need and the preferences are necessary to bridge the gap in benefits and services received by such persons.

As with a general TBRA program, appropriate non-mandatory social services may be provided in conjunction with the TBRA.

4. **Ineligible TBRA Program Activities:** There are a number of program activities that are ineligible for HOME TBRA assistance, including:

- a. TBRA may not be used to assist a resident owner of a cooperative or mutual housing unit when that resident is recognized by state law as a homeowner. However, under the provisions of some cooperative or mutual housing agreements, the units are considered rental housing under state law. The residents of this rental housing may receive TBRA. Under any circumstance, a tenant who rents from an owner of a cooperative or mutual housing unit may receive HOME TBRA.

HOME TBRA may not be used to prevent the displacement of tenants from projects assisted with Rental Rehabilitation Program funds.

- b. Awardees may not provide HOME TBRA to homeless persons for overnight or temporary shelter.
- c. HOME TBRA may not duplicate existing rental assistance programs that already reduce the tenant's rent payment to 30 percent of income. For example, if the household is already receiving assistance under the Section 8 Program, the household may not also receive assistance under a HOME TBRA program.

- d. For example, if the Tenant (or household) is already receiving assistance under the Section 8 Program, the household may not also receive assistance under a HOME TBRA program.

K. HOME CHDO

For Awardees receiving funding under the HOME CHDO Program, It is understood that the Awardee has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the Project/Agreement in accordance with 24 CFR 92. Awardee agrees to provide information as requested by PHCD to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance. All CHDOs must be certified by PHCD on an annual basis.

Any funds advanced as CHDO pre-development funds must be in compliance with 24 CFR 92.301, and are forgivable only under the terms in 24 CFR 92.301. Any funds that the CHDO is permitted to retain as CHDO proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2) or as specified in this Agreement. If the project is a rental, the Awardee will create and follow a tenant participation plan as required in 24 CFR 92.303. Ineligible Uses of the 15% HOME CHDO Set Aside include: a) Tenant Based Rental Program, b) Homeowner Rehab, and, c) Down Payment and closing cost assistance not associated with unit construction or rehabilitation.

L. Conflicts with Applicable Laws

If any provision of this Agreement conflicts with any applicable law or regulation including but not limited to, 24 CFR 92, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this Agreement, as modified, shall continue and all other provisions of this Agreement shall remain in full force and effect. The County's determination on whether a provision conflicts shall be final and binding.

M. Board of Directors

If the Awardee is a Community Development Corporation (CDC), PHCD shall have the option to appoint a representative to the Awardee's board of directors. This representative shall not be considered in the counting of a quorum and shall have no voting privileges.

N. Construction

If the Awardee engages in, procures, or makes loans for construction work, the Awardee shall:

1. Contact the PHCD representative noted in Section IV, Paragraph M of this Agreement, prior to taking any action, to schedule a meeting to receive compliance information.
2. Comply with the Awardee's procurement and pre-award requirements and procedures which, at a minimum, shall adhere to all applicable federal standards. Awardee is responsible for compliance with 2 CFR Part 200 (formerly 24 CFR Part 85).
3. Where an Awardee intends to use an affiliated entity for construction work, either as a general contractor or subcontractor, PHCD will require a third party non-affiliated construction professional, to be selected by PHCD, to review cost estimates and evaluate whether or not such estimates are less than costs that may be incurred by use of non-affiliated entities.
4. Comply with the Davis-Bacon Act; Copeland Anti-Kick Back Act; Contract Work Hours and Safety Standards Act; and Lead-Based Paint Poisoning Prevention Act as amended on September 15, 1999; and other related acts, as applicable.
5. Ensure that its contractors and subcontractors are classifying workers properly for Davis-Bacon and Internal Revenue Code purposes and that they maintain proper documentation to support worker classification. In reviewing certified payrolls, the County will be alert to anomalies, and in such cases will consult with federal agencies such as the Internal Revenue Service, the Department of Labor and the Department of Housing and Urban Development."

6. Ensure that all contractors and subcontractors submit all certified payrolls as required by the Davis Bacon Act to PHCD through Elations software or any other method as required by PHCD
4. Submit to PHCD for written approval all proposed Solicitation Notices, Invitations for Bids, and Requests for Proposals prior to publication.
5. Submit to PHCD all construction plans and specifications and receive PHCD's approval prior to implementation.
6. Contact the PHCD representative noted in Section IV, Paragraph M, prior to scheduling a pre-construction conference. In accordance with industry standards, **PHCD will hold ten percent (10%) of the total grant award as a retainer until the construction work is determined by PHCD, in its sole discretion, to be seventy-five percent (75%) completed. At the time that the construction work is determined by PHCD to be seventy-five percent complete, the retainer will be reduced to 5% until the work is completed, Completion shall occur when a Certificate of Occupancy is issued.**
7. The County shall have the right to assign the Professional Staff and provide Technical Assistance from the Public Housing and Community Development to assist the project if the County's staff determines that the Awardee has been unable to consistently achieve the work and units described within the time frames of the action step format of this agreement. Such involvement may result in a reduction of a maximum of 5% of the Agreement's award to cover the cost of the technical assistance. The Awardee shall cooperate and comply with all requests made by such staff.
8. Execute and record, at the County's request, any of the following documents in order to ensure the Property is used as defined and described in **Attachment A** of this Agreement and that the County's loan is adequately secured, in the sole and absolute discretion of the County:
  - a. Promissory Note
  - b. Mortgage and Assignment of Leases and Rents
  - c. Loan Agreement
  - d. Restrictive Covenant
  - e. Rental Regulatory Agreement
  - f. Collateral Assignment of Leases, Rents and Contract Rights
  - g. UCC-1 Rider
  - h. Title Insurance Policy
  - i. Other security agreement at the discretion of the County upon a determination by the County that the mortgage is insufficient to secure the County's HOME loan.
9. Comply with County Resolution No. R-346-15, establishing that the Maximum Development Cost per Unit (as defined below) to construct, rehabilitate or acquire Affordable Housing with these funds shall be \$225,000.00, except for construction of High-Rise projects for which the Maximum Development Cost per Unit shall be \$250,000.00. "High-Rise" shall mean Affordable Housing structures which are seven or more stories in height. This Maximum Development Cost per Unit shall apply to projects constructed, rehabilitated or acquired by the County or by private or public entities using County funds, including, but not limited to, Community Development Block Grant, Home Investment Partnership, State Housing Initiative Program, Documentary Surtax, Building Better Communities General Obligation Bond, or general revenue funds. The "Maximum Development Cost per Unit" means the Total Development Cost, as defined herein, looking at all funding sources and not just County funds, divided by the total number of units. For the purposes of determining the Maximum Development Cost per Unit on construction or rehabilitation projects, the "Total Development Cost" shall mean the total cost of completing the entire project, from acquisition to the issuance of Certificate of Occupancy, including, but not limited to, the costs for design, planning, zoning, variances, financing costs, legal costs, construction, and permitting. For construction and rehabilitation projects, the cost of land acquisition shall be deducted from the Total Development Cost. In addition, construction costs associated with non-housing features included in a project or those not deemed by PHCD to be amenities expected of, typically provided with or appurtenant to affordable housing units, may be deducted from the Total Development Cost by the Mayor or Mayor's designee.

O. Audits and Records



1. **Nonprofit** organizations that expend \$500,000 or more annually in federal awards shall have a single or program specific audit conducted in accordance with OMB A-133. Nonprofit organizations expending federal awards of \$500,000 or more under only one federal program may elect to have a program-specific audit performed, in accordance with OMB A-133. Awardees who will be receiving, or who have received, federal awards for loans or loan guaranteed programs may be required to conduct audits of those programs in accordance with regulations of the federal agencies providing those guarantees or loans.
2. **Nonprofit** organizations that expend less than \$500,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review (e.g., inspections, evaluations). Such agencies that receive less than \$500,000 in combined Federal awards must submit to the County annual compilation reports that describe their performance. To achieve uniformity regarding the reporting format, such documents must comply with the accounting industry standards by communicating an independent accountant's (1) expression of limited assurance on FINANCIAL STATEMENTS as a result of performing inquiry and analytic procedures (Review Report); (2) results of procedures performed (Agreed-Upon Procedures Report); (3) non-expression of opinion or any form of assurance on a presentation in the form of financial statements information that is the representation of management (Compilation Report); or (4) an opinion on an assertion made by management in accordance with the Statements on Standards for Attestation Engagements (Attestation Report).
3. When the requirements of OMB A-133, as amended, apply, an audit shall be conducted for each fiscal year for which federal awards attributable to this Agreement have been received by the Awardee. Each audit shall include a fiscal review, which includes a validation of all program generated income and its disposition, especially attributable to HOME funds, an internal control review, and a compliance review as described in OMB A-133. A copy of the audit report in triplicate must be received by PHCD no later than six months following the end of the Awardee's fiscal year.
4. If an audit is required by Section II, Paragraph O of this Agreement, but the requirements of OMB A-133, as amended, do not apply the Awardee may choose to have an audit performed either on the basis of the Awardee's fiscal year or on the basis of the period during which PHCD-federal assistance has been received. In either case, each audit shall cover a time period of not more than twelve (12) months and an audit shall be submitted covering each assisted period until all the assistance received from this Agreement has been reported on. Each audit shall adhere to all other audit standards of OMB A-133, as these may be limited to cover only those services undertaken pursuant to the terms of this Agreement. A copy of the audit report in triplicate must be received by PHCD no later than six months following each audit period.
5. The Awardee shall maintain all Contract Records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement.
6. The Awardee shall maintain all Contract Records that document all actions undertaken to accomplish the "Scope of Services" outlined in **Attachment A** in this Agreement.
7. The Awardee shall ensure that the Contract Records shall be at all times subject to and available for full access and review, inspection, or audit by County and federal personnel and any other personnel duly authorized by the County.
8. The Awardee shall include in all PHCD approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such Activities described in this Agreement and defined by PHCD, each of the record-keeping and audit requirements detailed in this Agreement. PHCD shall, in its sole discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above.
9. The County reserves the right to require the Awardee to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Awardee's expense. The Awardee shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Awardee shall retain all records pertaining to this Agreement and upon request make them available to the

County for three years following expiration of the Agreement. The Awardee agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

10. The Awardee shall ensure that its auditors share their audit results with must submit the audit report to PHCD within six months after the conclusion of the audit period.
11. Pursuant to County Ordinance No. 03-2, the Awardee will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Awardee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allocability of costs.

P. Protected Records and Documents

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates privacy, security and electronic transfer standards including but not limited to:

1. Use of information only for performing services required by the Agreement or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

Q. Retention of Records

1. The Awardee shall retain all Contract Records for a period of at least seven (7) years following the final Close-Out of the Activity/Project (hereinafter referred to as "Retention Period") subject to the limitations set forth below. The final Close-Out of the Activity/Project is the date when PHCD provides written notification of Close-Out. Under no circumstances shall Awardee dispose of any Contract Records prior to Awardee providing the County sufficient documentation to show that the HOME Regulations were fully complied with in Awardee's performance of its obligations under this Agreement and has received confirmation from PHCD that the Activity/Project has been finally Closed-Out in the U.S. HUD IDIS system. Upon Awardee's request in writing for confirmation of said final Close-Out, PHCD shall provide Awardee in writing either confirmation of final Close-Out or a list of documentation required in order to proceed toward final Close-Out.
2. If the County or the Awardee have received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the services provided pursuant to the terms of this Agreement, the Retention Period shall be extended until such time as

the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of PHCD, fully, completely and finally resolved.

3. The Awardee shall allow the County, federal personnel, or any person authorized by the County full access to and the right to examine any of the Agreement records during the required Retention Period.
4. The Awardee shall notify PHCD in writing, both during the pendency of this Agreement and after its expiration as part of the final closeout procedure, of the address where all Agreement records will be retained.
5. The Awardee shall obtain written approval of PHCD prior to disposing of any Agreement records within one year after expiration of the Retention Period.

R. Provision of Records

1. The Awardee shall provide to PHCD, upon request, all Agreement records. These records shall become the property of PHCD without restriction, reservation, or limitation of their use. PHCD shall have unlimited rights to all books, articles, or other copyrightable materials developed for the purpose of this Agreement. These unlimited rights shall include the rights to royalty-fees; nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the information for public purposes.
2. If the Awardee receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the Awardee shall provide a copy of each report and any follow-up communications and reports to PHCD immediately upon such issuance unless such disclosure is a violation of the rules or policies of the regulatory agencies issuing the reports.
3. Proprietary Information

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Awardee acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Agreement, the Awardee will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Awardees and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Awardees' employees with the approval of the lessor or Awardees thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Awardee will report to the County any information discovered or which is disclosed to the Awardee which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Awardee's authority to prevent improper use, disclosure or removal.

4. Proprietary Rights
  - a. The Awardee hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Awardee hereunder or furnished by the Awardee to the County and/or created by the Awardee for delivery to the County, even if unfinished or in process, as a result of the Services the Awardee performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the

Awardee as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Awardee shall not, without the prior written consent of the County, use such documentation on any other project in which the Awardee or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Awardee to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Awardee and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c. Accordingly, neither the Awardee nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Awardee, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Awardee's performance hereunder.
- d. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Awardee and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Awardee hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### S. Audits and Inspectors General

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended or shall they be construed to impose any liability on the County by the Awardee or third parties. The provisions in this section shall apply to the Awardee, its officers, agents, employees, subcontractors, suppliers and Related or Affiliated Parties. The Awardee shall incorporate the provisions in this section in all subcontracts and all other Agreements executed by the Awardee in connection with the performance of the Agreement.

##### Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Awardee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts;

(l) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Awardee consents to the powers of the Inspector General. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

Upon ten (10) days prior written notice to the Awardee from the Inspector General or IPSIG retained by the Inspector General, the Awardee shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Awardee's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, worksheets, proposals and Agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

#### Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the Awardee is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Awardee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Awardee's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Awardee, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Awardee in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Awardee or any third party.

#### Commission Auditor Access to Records

Pursuant to Ordinance No. 03-2, Awardee shall grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds, including funds awarded to Awardee pursuant to this Agreement.

#### T. Prior Approval

The Awardee shall obtain written approval from PHCD prior to undertaking any of the following:

1. The engagement or execution of any subcontract(s) or Agreement assignments, wherein HOME funds will be used to pay for goods or services. The Awardee must submit all proposed agreement documents to PHCD at least thirty (30) days prior to the start date of the agreement. PHCD shall have no obligation to approve payment of any expenditure (resulting from an agreement or subcontract) which was incurred prior to the approval by PHCD of such agreement or subcontract.
2. The addition of any positions not specifically listed in the approved budget.
3. The modification or addition of all job descriptions for existing staff.

4. The purchase of all nonexpendable personal property not specifically listed in the approved budget.
5. The disposition of all real, expendable personal, and nonexpendable personal property as defined in Section II, Paragraph W.1. of this Agreement.
6. Out-of-town travel not specifically listed in the approved budget.
- 7.
8. The publication of proposed Solicitation Notices, Invitations for Bids and Requests for Proposals as provided for in Section II, Paragraph K of this Agreement.
9. The disposal of all Agreement records as provided for in Section II, Paragraph N of this Agreement.
10. In the event the Awardee wishes to substitute personnel for the key personnel identified by the Awardee's Proposal, the Awardee must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

U. Monitoring

The Awardee shall permit PHCD and other persons duly authorized by PHCD to inspect all Agreement records, facilities, equipment, materials, and services of the Awardee which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the Awardee. Following such inspection or interviews, PHCD will deliver to the Awardee a report of its findings, and the Awardee will rectify all deficiencies cited by PHCD within the specified period of time set forth in the report, or provide PHCD with a reasonable justification for not correcting the deficiencies. PHCD will determine, in its sole and absolute discretion, whether or not the Awardee's justification is acceptable or if the Awardee must, despite the justification, rectify the deficiencies cited by PHCD in its report.

V. Conflict of Interest

The Awardee agrees to abide by the provisions of 24 CFR 92.356, Miami-Dade County's Conflict of Interest Ordinance, codified at Section 2-11.1 of the Miami-Dade County Code of Ordinances, and Florida's Code of Ethics, all as may be amended from time to time and all of which are incorporated by reference as if fully set forth herein, and any other applicable federal, state or local ethics law. Awardee covenants that no conflict of interest exists as to any of the ethics laws described herein.

Awardee covenants that neither it, nor any of its members, officers, owners, shareholders, or employees, have a financial interest nor will acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Awardee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Awardee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies or subrecipients which are receiving funds under the HOME Entitlement program. The Awardee certifies and represents that no officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

Identity of Interest relationships exist when the owner of one or more of the officers, directors, stockholders, or partners of a corporation or partnership owning or selling the property has any family tie or is an officer, director, stockholder or partner of the general contractor or lender, or has a financial interest whatsoever in the general contractor or lender

The Awardee shall disclose any possible conflicts of interest, including Identity of Interest, or apparent improprieties of any party that are covered by the above standards and laws. The Awardee shall make such disclosure in writing to PHCD immediately upon the Awardee's discovery of such possible conflict. PHCD will then render an opinion which shall be binding on all parties. In the event of a potential conflict under the County's Conflict of Interest Ordinance, Awardee shall seek an opinion from the Miami-Dade County Commission on Ethics. Awardee's request for an ethics opinion and the opinion shall be sent to the PHCD Project Manager.

The Awardee shall submit to PHCD, within five business days of execution this Agreement, all updated Conflict of Interest affidavits, Related Party Disclosure statements, list of current Board members, and list of all business associations with the following documents:

- Original Agreement or its subsequent amendments.
- Requests for budget revisions.
- Requests for approval of subcontracts.

Non-compliance with the above requirements will be considered a breach of Agreement, which will result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through PHCD for a period of three years. Furthermore, no funds may be disbursed if a conflict of interest exists.

- a. Awardee certifies and represents that there are no undisclosed persons or entities interested with the Awardee in this Agreement. This Agreement is entered into by the Awardee without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Awardee directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Awardee or to the best of the Awardee's knowledge any subcontractor or supplier to the Awardee.
- b. Neither the Awardee nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Awardee shall have an interest which is in conflict with the Awardee's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Awardee provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- c. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- d. In the event Awardee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Awardee shall promptly bring such information to the attention of the PHCD Project Manager. Awardee shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Awardee receives from the PHCD Project Manager in regard to remedying the situation.

W. Publicity, Advertisements and Signage

The Parties agree that the Awardee is funded by the County for HOME Activities. Further, the Awardee agrees that all events funded by this Agreement shall recognize the County and the United States Department of Housing and Urban Development (US HUD), as funding sources and that the Awardee shall ensure that all publicity, public relations, advertisements and signs recognize the County and US HUD for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible. The Awardee shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County and US HUD are the funding sources. The Awardee shall notify the County of all events and activities involving the Project ten (10) days prior to the activity or event.

When the Awardee obtain(s) the building permit(s), the CHMD Project Manager at the Department, must be notified in order to request the project sign from Miami-Dade County Internal Services Department. Within thirty (30) days of the erection of the sign, the CHMD Project Manager will submit an invoice to the Awardee for payment of the project sign cost. The Awardee is responsible for all costs for replacing any amended, lost, defaced or missing sign. The sign shall remain on the premises at least ninety (90) days after the issuance of the Certificate of Occupancy (CO) or Certificate of Completion (CC).

**NO WORK SHALL COMMENCE UNTIL THE PROJECT SIGNS ARE SECURED IN PLACE. THE SIGNS SHALL BE IN ACCORDANCE WITH THE DETAIL SHOWN IN ATTACHMENT F.** Payment for furnishing, installing and maintaining the sign shall be under the bid amount for mobilization.

X. Procurement

The Awardee must take affirmative steps to procure supplies, equipment, construction, or services to fulfill this Agreement from minority and women's businesses, and to provide these sources the maximum feasible opportunity to compete for subcontracts to be procured pursuant to this Agreement. To the maximum extent feasible, these businesses shall be located in or owned by residents of the Community Development areas designated by PHCD in the HOME application approved by the supervising federal agency.

The Awardee shall assure that all subcontracts or third party agreements contain provisions with stated goals, that low-income residents from Community Development Target and Service Areas be provided with opportunities for employment and training in contracted activities.

In conformance with Section 3 of the Housing and Community Development Act of 1968, the Awardee must direct federal financing assistance towards Target Area residents and ensure that employment and economic opportunities be given to low and very low-income persons, particularly those who are recipients of government assistance for housing according to the guidelines mentioned below:

1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Awardee agrees to send to each labor organization or representative of workers with which the Awardee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Awardee's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and



training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Awardee agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Awardee will not subcontract with any subcontractor where the Awardee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Awardee will certify that any vacant employment positions, including training positions, that are filled (1) after the Awardee is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Awardee's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
8. Fair Subcontracting Policies (Ordinance 97-35)

All Awardees on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Awardees to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Awardee to discuss the Awardee's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Awardee's stated objectives.

All Awardees seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (see Attachment G). The County will not execute this Agreement with Awardees who fail to provide a statement of the Subcontractors Policies and Procedures.

The County reserves the right to either approve or withdraw its consent to a subcontract if it appears to the County, in its discretion and authority, that the subcontract will delay, prevent, or otherwise impair the performance of the Awardee's obligations under this Agreement.

#### Y. Property

1. Definitions
  - a. Property. As defined **on Page 3 herein.**
  - b. Real Property: Land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.

- c. Personal Property: Personal property of any kind except real property.
  - 1) Tangible: All personal property having physical existence.
  - 2) Intangible: All personal property having no physical existence such as patents, inventions, and copyrights.
- d. Nonexpendable Personal Property: Tangible personal property of a nonconsumable nature, with a value of \$1,000 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
- e. Expendable Personal Property: All tangible personal property other than nonexpendable property.

2. The Awardee shall comply with the real property requirements as stated below:

- a. Any real property under the Awardee's control that was acquired or improved by Awardee or PHCD – in whole or in part with HOME funds received from PHCD shall meet the following:
  - 1) All real property purchased and/or improved in whole or in part with funds from this and previous contracts with PHCD, or transferred to the Awardee after being purchased in whole in part with funds from PHCD, shall be listed in the property records of the Awardee and shall include a legal description; size; date of acquisition; value at time of acquisition; present market value; present condition; address or location; owner's name if different from the Awardee; information on the transfer or disposition of the property; and map indicating whether property is in parcels, lots, or blocks and showing adjacent streets and roads.
  - 2) For awards involving the purchase and/or improvement of real property, the Awardee agrees to execute a mortgage, loan document, or restrictive covenant for the HOME award with PHCD within 180 days after the execution of this agreement. Failure to comply with this requirement may result in the retraction of the HOME award for the project and termination of this agreement.
  - 3) All real property shall be inventoried annually by the Awardee and an inventory report shall be submitted to PHCD. This report shall include the elements listed in this section Y.2.

3. Inventory - Capital Equipment and Real Property

All capital items acquired for the project by the Awardee with funds allocated in this Agreement shall be assets of the Awardee and may be secured by a mortgage delivered to the County. A capital item shall be defined as an item that: (1) has a service life in excess of one year; (2) is either complete within itself or is a major component of another item of property; (3) by definition cannot be described either as supplies or materials; (4) will not be consumed or lose its identity; and (5) has a unit cost of \$500 or more. Awardee shall notify the County immediately upon acquiring any capital items with funds allocated in this Agreement

The County shall allow the Awardee to retain possession of capital equipment after expiration of this Agreement as long as the Awardee continues to provide the service described in the Scope of Services (**Attachment A**). If the Awardee disbands, becomes defunct or in any way ceases to exist or if the Awardee ceases to provide the service described in the Scope of Services or another service of value, the County shall reclaim the items of capital equipment pursuant to the foreclosure of the County mortgage and other documents that may secure the County loan.

4. The Awardee shall comply with the nonexpendable personal property requirements as stated below:
  - a. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous Agreements with PHCD shall be listed in the property records of the Awardee and shall include a description of the property; location; model number; manufacturer's serial number; date of acquisition; funding source; unit cost at the time of acquisition; present market value; property inventory number; information on its condition; and information on transfer, replacement, or disposition of the property.
  - b. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous Agreements with PHCD shall be inventoried annually by the Awardee and an inventory report shall be submitted to PHCD. The inventory report shall include the elements listed in Paragraph W.3.a., above.
  - c. Title (ownership) to all nonexpendable personal property purchased in whole or in part with funds given to the Awardee pursuant to the terms of this Agreement shall vest in the County and PHCD.
5. The Awardee shall obtain prior written approval from PHCD for the disposition of real property, expendable personal property, and nonexpendable personal property purchased or improved in whole or in part with funds given to the Awardee or subcontractor pursuant to the terms of this Agreement. The Awardee shall dispose of all such property in accordance with instructions from PHCD. Those instructions may require the return of all such property to PHCD.

Z. Program Income

: If the Awardee requests to use Program Income, the Awardee shall provide to PHCD a written explanation of the activities to be assisted with Program Income. PHCD will consider this request, and, if agreed upon by the parties, the parties may amend this agreement in writing to permit use of Program Income.

: Program Income as defined in 24 CFR Part 92 means gross income received by the Awardee directly generated from activities supported by HOME funds. When Program Income is generated by an activity that is only partially assisted with HOME funds, the income shall be prorated to reflect the percentage of HOME funds used.

2. The Awardee shall not, under any circumstances, use Program Income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this Agreement and applicable federal regulations or rules, or any County rules or ordinance.
  - a. The Awardee shall comply with the Program Income provisions in PHCD's Policies and Procedures Manual. If any Program Income provisions of the Policies and Procedures Manual conflict with any Program Income provisions of this Agreement, the provisions of this Agreement shall rule. The Awardee shall report to PHCD all cumulative Program Income generated from activities financed in whole or in part by funds from this Agreement, for as long as it receives and/or has control over Program Income generated from this and any previous Agreements with PHCD. This information, along with a check payable to Miami-Dade County for the generated Program Income, must be submitted quarterly as part of the Fiscal Section of the Awardee's Progress Report as outlined in Section II, Paragraph E.2.a.
  - b.
  - d. Program Income from a revolving loan activity must be used only for the same revolving loan activity.
  - e. Program Income from a revolving loan activity, such as loan repayments, interest earned, late fees, and investment income, shall be substantially disbursed to eligible loans, loan-related programmatic costs, and operational costs for the same revolving loan activity before the Awardee may request additional HOME funds for that activity.

- f. All Program Income from nonrevolving loan activities shall be substantially disbursed to carry out other PHCD approved HOME eligible activities, and to cover eligible project costs before requesting additional HOME funds.
  - g. Any proceeds from the sale of property as detailed in Section II, Paragraph Y.4., above, shall be considered Program Income.
  - h. The Awardee shall obtain, as part of the required audit report, validation by a certified auditor of all program generated income and its disposition.
- 3. Upon expiration or termination of this Agreement or at the end of any program year, the Awardee shall transfer to the County any Program Income funds on hand, and any Program Income accounts receivable to any HOME funded activities. PHCD may require remittance of all or part of any Program Income balances (including investments thereof) held by the Awardee (except those needed for immediate cash needs, cash balances of revolving loan fund, or cash balances from a lump sum drawdown).
  - 4. PHCD, in its sole and absolute discretion, reserves the right to pursue other courses of action in the retention and use of Program Income generated by the Awardee, and such action shall not require an amendment to this Agreement.

AA. Travel

The Awardee shall comply with the County's travel policies. Documentation of travel expenses shall conform to the requirements of PHCD's Policies and Procedures Manual.

BB. Subcontracts and Assignments

- 1. Unless otherwise specified in this Agreement, the Awardee shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Agreement for breach. When Subcontracting is allowed, the Awardee shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and Section 2-8.8 of the County Code.

The Awardee shall ensure that all subcontracts and assignments:

- a. Ensure that no contractor, subcontractor or assignee is listed on the U.S. HUD's debarred, suspended, or ineligible contractors list; Awardee shall use, at a minimum, US HUD's Excluded Parties List System to confirm clearance of contractors. The system may be accessed at <https://www.sam.gov> Awardee shall provide to PHCD a copy of the site page that indicates the name and the date it was checked. Awardee shall further ensure that no contractor, subcontractor, or assignee is listed on Miami-Dade County's debarred Contractor's List; Awardee shall, at a minimum, check at <http://www.miamidade.gov/smallbusiness/business-development-reports.asp> to determine if a person or entity is on Miami-Dade County's debarred contractor's list. Awardee shall provide PHCD with a printout copy of the site page that indicates the name and the date it was checked.
- b. Comply with all HOME requirements, as applicable, as well as the regulations specified in PHCD's Policies and Procedures Manual.
- c. Identify the full, correct, and legal name of the party.
- d. Describe the activities to be performed.
- e. Present a complete and accurate breakdown of its price component.
- f. Incorporate a provision requiring compliance with all applicable regulatory and other requirements of this Agreement and with any conditions of approval that the County or PHCD deem necessary.

This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service, as may be defined by PHCD, set forth in this Agreement. PHCD shall in its sole discretion determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above, and;

Result from an open competitive bid process generating a minimum of three bids. Such competitive process shall be described in writing, approved by the Board of Directors and a copy of which submitted to PHCD. In such circumstances that open, competitive bids are not feasible or that a minimum of three bids are unobtainable, permission to use other methods of award must be requested in writing and approved by PHCD prior to the assignment or award of subcontract. The Awardee agrees that no assignment or sub-contract will be made or let in connection with the Agreement without the prior written approval of PHCD, which approval shall not be unreasonably withheld, and that all such sub-contractors or assignees shall be governed by the terms and intent of this Agreement.

- g. Incorporate the language of **Attachment E**, "Certification Regarding Lobbying."
    - h. Include language stating that the Subcontractor understands and agrees that the County is not a party to the subcontract and has no obligation to the subcontractor.
    - i. The Awardee shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Awardee and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.
2. The Awardee shall incorporate in all consultant subcontracts this additional provision:

The Awardee is not responsible for any insurance or other fringe benefits, e.g., social security, income tax withholdings, retirement or leave benefits, for the Consultant or employees of the Consultant normally available to direct employees of the Awardee. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this subcontract.
3. The Awardee shall be responsible for monitoring the contractual performance of all subcontracts and their progress toward meeting the approved goals and objectives indicated in the attached Scope of Services.
4. The Awardee shall receive from PHCD written prior approval for any subcontract engaging any party who agrees to carry out any substantive programmatic activities as may be determined by PHCD as described in this Agreement. PHCD's approval shall be obtained prior to the release of any funds to the subcontractor.
5. The Awardee shall receive written approval from PHCD prior to either assigning or transferring any obligations or responsibility set forth in this Agreement or the right to receive benefits or payments resulting from this Agreement.
6. Approval by PHCD of any subcontract or assignment shall not under any circumstance be deemed to provide for the incurrence of any obligation by PHCD in excess of the total dollar amount agreed upon in this Agreement.
7. If the subcontract involves \$100,000 or more to provide services listed in the Scope of Services or suppliers to supply the materials, the Awardee shall provide the names of the subcontractors and suppliers to PHCD (**Attachment H**).
8. The Awardee agrees that it will not change or substitute subcontractors or suppliers from the list (**Attachment H**) without prior written approval from PHCD.
9. The Awardee shall not hire any of the Awardee's staff members or employees as subcontractors.

CC. Additional Funding

The Awardee shall notify PHCD of any additional funding received for any activity described in this Agreement. Such notification shall be in writing and received by PHCD within thirty (30) days of the Awardee's notification by the funding source.

DD. Method of Payment

The Awardee shall be paid as described below:

1. The Awardee shall be paid for those expenses allowed pursuant to the provisions provided below only when the Awardee submits to PHCD adequate proof, as determined by PHCD in its sole discretion, that the Awardee has incurred the expenditures. It shall be presumed that the Awardee has provided adequate proof of having incurred expenses if the Awardee submits to PHCD canceled checks or original invoices approved by the Awardee's authorized representative. When original documents cannot be presented, the Awardee must adequately justify their absence in writing and furnish copies of those documents to PHCD. The Awardee shall be paid only for those expenditures contained within **Attachment B**, "Budget," to this Agreement as it may be revised with the prior written approval by PHCD.
2. Requests for payment (reimbursement) shall be assembled by calendar month and submitted to PHCD no less frequently than monthly. Expenditures incurred by the Awardee must be submitted to PHCD, along with all original invoices, copies of front and back of cancelled checks paid to all subcontractors and suppliers, all release of liens from all subcontractors and suppliers, and all final approved permits, for payment within 30 days after the month in which the expenditures were incurred. Failure to comply will result in rejection of invoices.
3. In no event shall the County provide advance HOME funding to the Awardee or to any subcontractor hereunder, nor shall the Awardee advance HOME funds to any party.
4. Any payment due under the terms of this Agreement may be withheld pending the receipt and approval by PHCD of all reports and documents which the Awardee is required to submit to PHCD pursuant to the terms of this Agreement or any amendments thereto.
5. All payments will be limited to the quarterly payment schedule that accompanies the action step chart in the scope of services. Payment is contingent on the achievement by the Awardee of the quarterly accomplishment levels identified in the scope of services portion of this agreement – **Attachment A**, which shall be submitted with all payment requests and shall clearly identify the completed level of accomplishments met. This shall also apply to soft costs associated with project delivery.
6. No payment(s) will be made without evidence of appropriate insurance required by this Agreement. Such evidence must be on file with PHCD and the County's Internal Services Department. PHCD must receive the final request for payment from the Awardee no more than thirty (30) calendar days after the expiration or termination of this Agreement. If the Awardee fails to comply with this requirement, the Awardee will forfeit all rights to payment(s) if PHCD, in its sole discretion, so chooses.
7. All monies paid to the Awardee which have not been used to retire outstanding obligations of this Agreement must be refunded to PHCD in accordance with PHCD's Policies and Procedures Manual.
8. Any unexpended funds remaining after the completion of the services under this Agreement, or after termination of this Agreement, shall be recaptured in full by the County.
9. In the event the County determines that the Awardee has breached the terms of this agreement and that the County is entitled to return of any or all of the funds awarded under this Agreement, Awardee agrees to and shall assign any proceeds to the County from any Agreement between the County, its agencies or instrumentalities and the Awardee or any firm, corporation, partnership or joint venture in which the Awardee has a controlling financial interest in order to secure repayment of this award. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital

stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

EE. Reversion of Assets

For Awardees who are Subrecipients: The Awardee shall return to PHCD, upon the expiration or termination of this Agreement all assets, owned or held by Awardee as a result of this Agreement, including, but not limited to any HOME funds on hand, any accounts receivable, any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the Awardee by the County, other than reasonable operating and deficit reserves established by Awardee and which are connected with the real property. In the case of activities involving real property, such reserves shall not be distributed to any partner or subcontractor prior to repayment to PHCD of the HOME Loan. The Awardee shall at the request of the County execute any and all documents, including but not limited to, mortgages securing the property, UCC financing statements, and restrictive covenants, as required by the County to effectuate the reversion of assets.

FF. Restriction on the Use of Funds

The funds received pursuant this Agreement shall be used for the purposes set forth herein and shall not be used to supplant other funds. In no event shall funds received pursuant to this Agreement be used for:

1. Adverse Actions or Proceedings. The Awardee shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Awardee shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.
2. Religious Purposes. County funds shall not be used for religious purposes. Faith-Based Activities. Awardee shall be knowledgeable of 24 CFR 92.257 and shall administer HOME funds in accordance therewith.
3. Commingling Funds. The Awardee shall not commingle funds provided under this Agreement with funds received from any other funding sources, but may be included in a Development Bank Account permitted by the first mortgage lender at the discretion of the County.

GG. Public Records Law

1. Awardee acknowledges that the County is subject to Chapter 119 of the Florida Statutes, known as the "Public Records Law". As such, items considered to be public records under the Public Records Law related to this Agreement shall be disclosed by the County upon a public records request in accordance with law.

2. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PHCD CUSTODIAN OF PUBLIC RECORDS AT 786-469-4192, csalina@miamidade.gov, 701 NW 1st Court, 16th Floor, Miami, FL 33136.**

3. Many agencies contracting for HOME funds are not considered "contractors" as defined in Florida Statutes, Section 119.0701. However, where Awardee is a "contractor," as defined in Florida Statutes, Section 119.0701, meaning that Awardee has entered into a contract for services with the County and is acting on behalf of the County as provided under Florida Statutes, Section 119.011(2), the following shall apply:

- a. Contractor shall comply with the Florida public records law, specifically to:

- i. Keep and maintain public records required by the County to perform the service.
  - ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- b. A request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the contractor of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- i. If a contractor does not comply with the County's request for records, the County shall enforce these requirements in accordance with the Agreement.
  - ii. A contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under Florida Statutes, Section 119.10.
- c. The contractor shall be liable in any civil action brought due to contractor's violation of Florida's public records laws, and shall indemnify the County in accordance with Section II(d) herein.

### **III. THE COUNTY AGREES:**

Subject to the availability of funds, to pay for contracted Activities according to the terms and conditions contained within this Agreement in an amount not to exceed the appropriated amount as stated on page 1 of this contract.

### **IV. THE AWARDEE AND PHCD AGREE:**

#### **A. Effective Date**

- 1. This Agreement shall begin on the effective start date as stated on page 1 of this contract. Any costs incurred by the Awardee prior to this date will not be reimbursed by the County.
- 2. This Agreement shall expire at the end of the Effective Term. Any costs incurred by the Awardee beyond this date will not be reimbursed by the County. The Effective Term of this Agreement and the provisions herein may be extended by mutual agreement of the parties or by the County unilaterally to cover any additional time period during which the Awardee remains in control of the HOME funds or other assests, including Program Income, to



support HOME eligible activities. Any extension made unilaterally by the County shall be accomplished by a writing by the County to the Awardee. Such notice shall automatically become a part of this Agreement.

3. The County shall have no obligation or responsibility to make any payment except those described within Section II(DD) or provide any type of assistance or support to the Awardee if this Agreement has expired or been terminated.

4. Management Evaluation and Performance Review

The Department may conduct a formal management evaluation and performance review of the Awardee, if in the Department's sole discretion it is deemed necessary and applicable. The management evaluation shall reflect the Awardee's compliance with generally accepted fiscal and organizational standards and practices. The performance review should reflect the quality of service provided and the value received using monitoring data, such as progress reports, site visits, and client surveys.

B. Default or Breach

1. The Awardee shall be in default or breach of this Agreement if any of the following acts, omissions or conditions occur:

- a. The Awardee fails to fulfill each and every provision of this Agreement, including the Attachments, and/or fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Agreement.
- b. Awardee fails to disclose all Related or Affiliated Parties and all matters required to be disclosed as to Related or Affiliated Parties to the County as required herein.
- c. Filing of a lis pendens, foreclosure action, or other legal action against the Property, any property of Awardee or Related or Affiliated Party, or against Awardee or Related or Affiliated Party which the County determines, in its sole discretion, threatens the Property or the ability of Awardee to fulfill the provisions of this Agreement and the services outlined in the Scope of Services.
- d. Any arrearage, default, or late payment on any loan, Note or other debt or obligation for which the Property is security or regarding any property of Awardee or Related or Affiliated Party, including properties not related to this Agreement.
- e. Any legal encumbrance on the Property not permitted in writing by the County.
- f. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver.
- g. Any action, activity, facts, or circumstances that the County determines in its sole discretion would materially impair performance by Awardee of all the terms and conditions of this Agreement.
- h. Awardee fails to report to the County within ten (10) days any bankruptcy, reorganization, dissolution, liquidation, appointment of a trustee or receiver, lis pendens, foreclosure action or legal encumbrance related to the Awardee, Related or Affiliated Party or the Property, or any action, activity, facts, or circumstances that would materially impair performance by Awardee of all the terms and conditions of this Agreement.
- i. Failure to comply strictly with Section II(Y)(2) and II(GG)(3) of this Agreement.
- j. The Awardee fails to provide sufficient documentation to the County to show that Awardee has performed its obligations in accordance with this Agreement and the HOME Regulations.

C. Suspension

1. The County may suspend payment in whole or in part under this Contract by providing written notice to the Awardee of such suspension and specifying the effective date thereof, at least ten (10) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Awardee as conditions precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other Agreements entered into between the County and the Awardee. The Awardee shall be responsible for its own all direct and indirect costs associated with such suspension, including attorney's fees. Reasonable cause shall be determined by PHCD, in its sole and absolute discretion, and may include, but is not limited to:
  - a. Ineffective or improper use of these Agreement funds by the Awardee or any of its subcontractors;
  - b. Failure by the Awardee to materially comply with any term or provision of this Agreement;
  - c. Failure by the Awardee to submit any documents required by this Agreement; or
  - d. The Awardee's submittal of incorrect or incomplete reports or other required documents.
2. In the event of a default by the Awardee, PHCD may at any time suspend the Awardee's authority to obligate funds, withhold payments or both. These actions may apply to only part or all of the activities funded by this Agreement.
3. PHCD will notify the Awardee of the type of action to be taken in writing by certified mail, return receipt requested, or in person with proof of delivery. The notification will include the reason(s) for such action, the conditions of the action, and the necessary corrective action(s).

D. Termination

1. Termination at Will

This Agreement, in whole or in part, may be terminated by PHCD upon no less than ten (10) working days notice when PHCD determines that it would be in the best interest of PHCD and the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Awardee with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the Awardee under this Agreement; and/or (c) terminate or cancel any other Agreements entered into between the County and the Awardee. The Awardee shall be responsible for its own direct and indirect costs associated with such termination, including attorney's fees.

2. Termination for Convenience

PHCD may terminate this Agreement, in whole part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions. PHCD, at its sole discretion, reserves the right to terminate this Agreement without cause upon thirty (30) days written notice. Upon receipt of such notice, the Awardee shall not incur any additional costs under this Agreement.

3. Termination Because of Lack of Funds

In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance this Agreement become unavailable, PHCD may terminate this Agreement upon no less than twenty-four (24) hours written notification to the Awardee. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. PHCD shall be the final authority to determine whether or not funds are available. PHCD may at its discretion terminate, renegotiate and/or adjust the Agreement award whichever is in the best interest of the County.

4. Termination for Substantial Funding Reduction

In the event of a substantial funding reduction of the allocation to the Awardee through Board of County Commissioners' action, the Awardee may, at its discretion, request in writing from the Director of PHCD a release from its contractual obligations to the County. The Director of PHCD will review the effect of the request on the community and the County prior to making a final determination.

5. Termination for Default or Breach

PHCD may terminate this Agreement upon no less than twenty-four (24) hours written notification to the Awardee for breach or default.

6. Termination for Failure to Make Sufficient Progress.

PHCD may terminate this Agreement, in whole or in part, when PHCD determines, in its sole and absolute discretion, that the Awardee is not making sufficient progress thereby endangering ultimate Agreement performance, or is not materially complying with any term or provision of this Agreement, PHCD may treat such failure to comply as a repudiation of this Agreement. For construction or rehabilitation projects, pursuant to 24 C.F.R. 92.205, construction must begin within twelve (12) months from Commitment of funds, and the project must be completed within four (4) years from Commitment of funds, as Commitment is defined by the HOME Regulations. In the event these deadlines as set forth in the HOME Regulations, as amended, are not met, HUD may deem this Agreement terminated, and the Parties agree that upon such a determination by HUD, that this Agreement shall be terminated and Awardee shall repay to the County any funds disbursed to Awardee and shall waive any rights to consequential damages against the County.

7. Termination for Bankruptcy

The County reserves the right to terminate this Agreement, if, during the term of any Agreement the Awardee has with the County, the Awardee becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Awardee under federal bankruptcy law or any state insolvency law.

8. General to Termination and Breach

Unless the Awardee's breach is waived by the County in writing, the County may, by written notice to the Awardee, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions herein do not limit the County's right to legal or equitable remedies. The County may resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

In the event the County shall terminate this Agreement for default or breach, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

9. Penalties for Fraud, Misrepresentation, Material Misstatement, or Criminal Conviction

In accordance with the Code of Miami-Dade County, Section 2-8.4.1, and other County

policies, if Awardee or any individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest attempts to meet its contractual obligations with the County under this Agreement or any other County agreement or County program through fraud, misrepresentation or material misstatement, or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement, the County shall have the sole and absolute discretion to terminate this Agreement and may terminate or cancel any other agreements which Awardee or such individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest has with the County. Such individual or entity shall be responsible for its own direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual, corporation, firm, partnership, joint venture or other business entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years. For the purposes of this section, "controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

10. Payment Settlement. If termination occurs for reasons other than breach or default, Awardee shall be paid only for reasonable, allowable costs incurred by Awardee prior to notice of termination. "Reasonable, allowable costs" are those costs which are necessary in order to perform Awardee's obligations under this Agreement and specifically exclude expenses incurred prior to the execution date of this Agreement, personal expenses, travel expenses, expenses related to additional phases of the Project not specifically and expressly incorporated into this Agreement. PHCD shall be the sole judge of "reasonable, allowable costs." All compensation pursuant to this Article is subject to an audit at the County's discretion.

**E. Limitation of Liability and Limitation of Remedies**

**Awardee acknowledges that the County is providing substantial funds to Awardee at low or no cost to Awardee, and that these HOME funds are for the purpose of providing a benefit to the community health and welfare, which is the provision of low-cost housing that is affordable to low-income individuals and families.**

**Therefore, notwithstanding any other provision herein, the Parties agree to the following limitations on liabilities for any and all claims of any kind arising from or in connection with performance or breach of this Agreement, which limitations shall apply equally to both Parties:**

- 1. Both Parties' cumulative liability for damages, if any, is limited to the amount of the HOME funds set forth in Section III, above.**
- 2. Neither party shall be liable for lost revenues, lost profits, lost program income, or lost developer fees.**
- 3. Each party shall bear its own attorney's fees and costs.**
- 4. Neither party shall be liable for costs incurred by the other party prior to the execution of this Agreement.**

**F. Renegotiation or Modification**

1. Modifications of provisions of this Agreement shall be valid only when in writing and signed by duly authorized representatives of each party, which for the County is the County Mayor or Mayor's designee. The parties agree to renegotiate this Agreement if PHCD determines,

in its sole and absolute discretion, that federal, state, and/or County revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this Agreement necessary. PHCD shall be the final authority in determining whether or not funds for this Agreement are available due to federal, state and/or County revisions of any applicable laws or regulations, or increases in budget allocations.

2. The County shall have the right to exercise an option to extend this Agreement beyond the current Agreement period and will notify the Awardee(s) in writing of the extension. This Agreement may be extended beyond the initial year extension period upon mutual agreement between the County and the Awardee, upon approval by the County Mayor or Mayor's designee.
3. The County may, for good and sufficient cause, waive provisions in this Agreement. Waiver requests from the Awardee shall be in writing. No waiver shall be valid unless in writing and signed by the County Mayor or Mayor's designee. Any waiver shall not be construed to be a modification of this Agreement.
4. The County's failure to exercise any of its rights under this Agreement, or the County's waiver of a provision on any one occasion, shall not constitute a waiver of such rights or provision on any other occasion. No failure or delay by the County in the exercise of any right shall operate as a waiver.

G. Budget Revisions and Changes to the HOME Eligibility Activity Title

1. Revisions to the Budget (**Attachment B**) shall be requested in writing and must comply with PHCD's Policies and Procedures Manual. All budget revisions shall require an amendment of this Agreement, which the County shall have no obligation to execute. The County shall not be obligated to make payments for expenditures incurred prior to the approval of the budget revision related to such expenditures.

2. Budget Revisions Through County Resolution

Should a portion of the funding allocation to the Awardee be rescinded by action from the Board of County Commissioners, written notification via certified mail to the Awardee advising of the funding reduction shall be sent by PHCD no later than thirty (30) working days of the action; written notification will constitute a Agreement amendment. The Awardee will have five (5) working days upon receipt of certified return receipt notification to submit a revised budget reflecting funding adjustments. Should the modified budget not be received within the specified time, the County will revise the budget at its discretion. The County in its sole and absolute discretion will determine whether substantial reductions will necessitate revision and resubmittal of the Scope of Service (**Attachment A**). Revisions to the Scope of Services, when required, will be negotiated to the mutual satisfaction of both parties.

3. Reserved

H. Compliance

This County shall have the right to inspect, monitor, and inquire of Awardee, at the sole and absolute discretion of the County, during the Affordability Period, or any period that the Awardee has control over Agreement funds, including Program Income, in order to ensure compliance with the HOME Regulations. However, the County shall have no obligation or responsibility to make any payment or provide any type of assistance or support to the Awardee if this Agreement has expired or been terminated.

The Awardee agrees to comply with all applicable State and County laws, rules and regulations, which are incorporated herein by reference or fully set forth herein.

Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

This contract may be executed in counterpart copies, and these counterparts shall together constitute an original of this Agreement.

I. Disputes

In the event an unresolved dispute exists between the Awardee and PHCD, PHCD shall refer the questions, including the views of all interested parties and the recommendation of PHCD, to the Miami-Dade County Mayor for determination. The Miami-Dade County Mayor, or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise PHCD and the Awardee, or in the event additional time is necessary, PHCD will notify the Awardee within the thirty (30) day period that additional time is necessary. The Awardee agrees that the Miami-Dade County Mayor's determination shall be final and binding on all parties.

J. Headings

The section and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

K. Schedule of Fees for Services - Service Rate Schedule

Miami-Dade County Implementing Order: IO 4-135 will apply to this Agreement. This Implementing Order requires the County to charge Awardee applicable fees as outlined below:

<b>PUBLIC HOUSING AND COMMUNITY DEVELOPMENT SERVICE RATE SCHEDULE</b>		
<b>Fee Name</b>	<b>Proposed Fee (FY 2015 – 16)</b>	<b>Fee Due</b>
Construction Inspection Fee	\$1,500.00	At Loan Closing
Contract Extension/Modificaiton Fee (Multi-Family Development Loans Only)	\$2,500.00	At Time of Request for Extension

L. Proceedings

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

M. Notice and Contact

All notices regarding terminations or breach from the Awardee to the Lender and the Lender to the Awardee required or permitted by any provision of this agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO AWARDEE: Superior Manor Apartments, LTD  
8500 NW 25<sup>th</sup> Avenue  
Miami, FL 33147  
**Attn: Oliver Gross**

COPY TO: Public Housing and Community Development  
701 NW 1<sup>st</sup> Court, 14<sup>th</sup> Floor  
Miami, FL 33136  
**Attn: Ronald Williams, PHCD Project Manager**

TO LENDER: Miami-Dade County  
111 N. W. 1st Street, 29<sup>th</sup> Floor  
Miami, Florida 33128  
**Attn: County Mayor**

COPY TO: Public Housing and Community Development  
701 NW 1<sup>st</sup> Court, 14<sup>th</sup> Floor  
Miami, FL 33136  
**Attn: Michael Liu, Director**

COPY TO: Assistant County Attorney  
County Attorney's Office  
111 N. W. 1st Street, Suite 2810  
Miami, Florida 33128  
**Attn: Brenda Kuhns Neuman, Esquire**

Such addresses may be changed by written notice to the other party.

In the event that different representatives are designated by either party after this Agreement is executed, or the Awardee changes its address, notice of the name of the new representative or new address will be rendered in writing to the other party and said notification attached to originals of this Agreement.

In the event that any of the information required by the provisions of this Article is changed by either of the Parties after the execution of this Agreement, the affected Party shall give notice in writing within five (5) days to the other Party of the amended pertinent information, which shall be attached and incorporated into this Agreement.

**N. WAIVER OF JURY TRIAL**

**NEITHER THE AWARDEE, SUBCONTRACTOR, NOR ANY OTHER PERSON LIABLE FOR THE RESPONSIBILITIES, OBLIGATIONS, SERVICES AND REPRESENTATIONS HEREIN, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF THE AWARDEE, SUBCONTRACTOR OR ANY SUCH OTHER PERSON OR ENTITY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG SUCH PERSONS OR ENTITIES, OR ANY OF THEM. NEITHER AWARDEE, SUBCONTRACTOR, NOR ANY SUCH PERSON OR ENTITY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.**

**O. Assignment**

The Awardee shall not assign, transfer, hypothecate or otherwise dispose of this Agreement, including any rights, title or interest therein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the County.

**P. Third Parties**

This agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party nor shall it be deemed to give rise to any rights in any third party.

**Q. Survival**

The parties acknowledge that many of the obligations in this Agreement, including but not limited to Awardee's obligations to indemnify the County, maintain Contract Records, and provide sufficient evidence of HOME Regulation compliance for the duration of the Affordability Period as well as the County's right to inspect and monitor the Project and Awardee for compliance with the HOME Regulations, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Awardee and the County under this agreement, which by nature would continue

beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

R. Autonomy

The Parties agree that this Agreement recognizes the autonomy of and stipulates and implies no affiliation between the contracting parties. It is expressly understood and intended that the Awardee is only a recipient of funding support and is not an agent, employee, servant or instrumentality of the County.

The Awardee is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Awardee's sole direction, supervision and control. The Awardee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Awardee's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees, servants or agents of the County.

The Awardee does not have the power or authority to bind the County in any promise, Agreement or representation other than specifically provided for in this Agreement.

S. All Terms and Conditions Included

This Agreement and its attachments as referenced (Attachment A – Scope of Services; Attachment A1 – Action Steps; Attachment B – Budget; Attachment B-1( G) – Indemnification and Insurance Requirements (Housing Only); Attachment B-2 – HOME Program Requirements; Attachment C – Progress Report and Set-up Forms; Attachment D – Information for Environmental Review; Attachment E – Certification, Statements and Affidavits; Attachment F – Publicity, Advertisements and Signage; Attachment G – Fair Subcontracting Policies; Attachment H – Subcontractor/Supplier Listing); Attachment I – Agreement to Authorize Examination of Records and Adhere to Records Retention Requirements); Attachment J – Violence Against Women Act Forms; and Attachment K – Violence Against Women Act Report contain all the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

T. Conflict

In the event that a conflict arises between any prior funding documents and/or agreements governing this Project, the terms, provisions and definitions included in this Agreement shall prevail.

In the event that the Subsidy Layering Review (SLR) or Underwriting analysis determine the project's true "gap" financing needs to be less than the maximum award allocated by the Board of County Commissioners, the SLR amount shall prevail and the amount of HOME funds described in this Agreement shall be subsequently reduced. "Gap" financing means the difference between the amount of financing available for the Project from other sources and the total project cost.

In the event Awardee applies for and is awarded by the Board of County Commissioners ("BCC") additional funding for the same Project, as described in this Agreement, a separate Agreement or amendment to this Agreement must be negotiated and executed between Awardee and the County Mayor or Mayor's designee. Any differences between the terms and conditions set forth in this Agreement and the subsequent funding award shall require a negotiation between the Parties in order to resolve those differences. Awardee understands and acknowledges that changes to the Project or Activities described in this Agreement may not be accomplished by applying for and being awarded subsequent funds by the BCC. In the event that Awardee applies for and is awarded by the BCC funding for an additional phase of the same Project, a separate agreement must be negotiated and executed between the Parties. Under no circumstances shall Awardee assert that a subsequent application for and award of funds for the same project constitutes an amendment of this Agreement. Awardee expressly assumes any and all risk of loss or damage associated with a subsequent application for and award of funds for the same Project where such subsequent application by Awardee includes terms which conflict with the terms of this Agreement.

U. Interpretation



Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

V. Survival

The parties acknowledge that any of the obligations in this Agreement, including but not limited to the Awardee's obligation to indemnify the County, will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Awardee and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

W. Corporate Governance

A Not-for-Profit Awardee shall abide by and be governed by Chapter 617, Florida Statutes, particularly Sections 617.0830 through 617.0835 as amended, which are incorporated herein by reference as if fully set forth herein in connection with its Agreement obligations hereunder.

A For-Profit Awardee shall abide by and be governed by Chapter 607, Florida Statutes, particularly Sections 607.0830 through 607.0833, as amended, which is incorporated herein by reference as if fully set forth herein in connection with its contractual obligations hereunder.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

AWARDEE:

MIAMI-DADE COUNTY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST

BY: \_\_\_\_\_

TITLE: Clerk, Board of County Commissioners

Witnesses:

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
Type or Print Name

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
Type or Print Name

Federal ID Number: \_\_\_\_\_

Resolution #: R-42-16

Awardee's Fiscal Year Ending Date:

CORPORATE SEAL:

AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES